

RESIDENTIAL LEASE



The Standard Form (revised 8/08) of:
New Orleans Metropolitan Association of REALTORS®, Inc.
Northshore Area Board of REALTORS®
Saints Board of REALTORS®

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and not as legal advice. REALTOR® members
assume no responsibility for unauthorized use.

Date: \_\_\_\_\_
(hereinafter referred to as Lessor)

1 PARTIES
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)

9 TERM This lease is for a term of \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_,
10 and ending on the last calendar day of \_\_\_\_\_, \_\_\_\_\_.

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

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 \_\_\_\_\_ dollars which is
19 prorated rental for the period \_\_\_\_\_ thru \_\_\_\_\_, \_\_\_\_\_. If rent is paid by the \_\_\_\_\_
20 of the month, Lessee shall be entitled to a deduction of \_\_\_\_\_ dollars per month, or a net rental of \_\_\_\_\_
21 dollars per month provided, however, that if the rent due is not received by the \_\_\_\_\_ of the month
22 Lessee shall be considered delinquent. If Lessee pays by check and said check is not honored on presentation for any reason
23 whatsoever, Lessee agrees to pay an additional sum of \_\_\_\_\_ as a penalty. This penalty provision is not to be
24 considered a waiver or relinquishment of any of the other rights or remedies of Lessor. At Lessor's discretion after receipt of
25 NSF check; Lessor may require all future payments in the form of money orders or certified funds. Lessor shall give written notice
26 to Lessee of this requirement.

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.

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.

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.

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.

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.

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.

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

Property Address: \_\_\_\_\_ Date \_\_\_\_\_

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

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

**DEFAULT, ABANDONMENT OR EVICTION** Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated or should premises be abandoned by Lessee (it being agreed that an absence of Lessee from the leased premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) or should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessors lien, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment 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 this lease, together with any attorney's fees, and all other expenses shall immediately become due. Lessor may proceed one or more times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease. Similarly, in the event of any such default, Lessor retains the option to cancel this lease and obtain possession of the premises in accordance with the provisions of Article 4701, et. seq. of the Louisiana Code of Civil Procedure. In the event of such cancellation 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 this lease expires, whichever is sooner. Lessee is obligated to pay any collection and eviction costs and attorney's fees. In the event the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of belongings remaining in the premises in any manner Lessor chooses without any responsibility or liability to Lessee for any loss which Lessee may sustain from said disposition. Lessee shall be responsible for any cost incurred by removal of these belongings.

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

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

**CONDITION, REPAIRS, ADDITIONS AND ALTERATIONS OF PREMISES** Lessor warrants that the leased premises are in good condition. Lessor shall be responsible for the repair of electrical, plumbing, air conditioning and heating system provided the 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 and household maintenance customarily required. Air conditioning and heating filters are the responsibility of Lessee. The running of the unit with dirty filters is not permitted. Lessee acknowledges that he has been provided the opportunity to inspect the premises 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 return it to Lessor in the same or better condition at termination of this lease, normal decay, wear and tear excepted. The only exceptions to this area are repairs/improvements that Lessor specifically agrees to perform on the premises as may be outlined in the "SPECIAL CONDITIONS" section of this lease.

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

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

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen 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 of the lease. However, Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a temporary failure of utilities, heat, air conditioning or temporary closing of swimming pool and/or a reasonable delay in completing agreed to improvements to the premises as specified in the "SPECIAL CONDITIONS" section of this lease.

**SURRENDER OF PREMISES** At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately 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 rent per day, plus attorney's fees, and other related costs.

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

Neither Lessor nor his agents and/or representatives shall be liable to Lessee, or to Lessee's employees, patrons and visitors, or to 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 leased premises and Lessee agrees to defend, indemnify and hold Lessor, his agents and/or representatives harmless from all claims for any such damage, whether the injury occurs on or off leased premises.

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

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

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

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

151 Property Address: \_\_\_\_\_ Date \_\_\_\_\_

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 8:00 am to 8:00 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 minimum 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 Lessor 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, covenant, agreement 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 and no antenna installation are permitted. No painting or papering of walls is per-  
217 mitted without written consent of Lessor. Lessee shall not allow the cable/phone company to wire the premises for cable without  
218 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.

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

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

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

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

223 Property Address: \_\_\_\_\_ Date \_\_\_\_\_

224 **SPECIAL CONDITIONS**

225 \_\_\_\_\_  
226 \_\_\_\_\_  
227 \_\_\_\_\_  
228 \_\_\_\_\_  
229 \_\_\_\_\_  
230 \_\_\_\_\_  
231 \_\_\_\_\_

232 **LEAD-BASED PAINT, ASBESTOS, RADON** Lessee is aware that the premises may contain lead based paint, asbestos, or other  
233 toxins which may cause serious injury or death if consumed or ingested into the human body, and lessee acknowledges that the  
234 "Protect Your Family From Lead in Your Home" pamphlet has been called to their attention with respect to notice and information  
235 of lead base paint. Having knowledge of these facts, Lessee agrees to maintain the premises in a reasonably safe condition, to report  
236 to Lessor any condition which may lead to damage or injury because of lead, asbestos or other toxins, and Lessee further agrees to  
237 assume the use and occupancy of the herein leased premises at his own risk and hereby releases Lessor, his agents and/or repre-  
238 sentatives from any claims relating to or sustained as a consequence thereof, and further agrees to hold harmless, defend and in-  
239 demnify Lessor, his agents and/or representatives from any claims made by Lessee, residents of his household or others using the  
240 premises with the consent and permission of Lessee.  
241

242 **LESSOR:** Were there any structures built on this property prior to 1978  
243  **Yes**  **No**  **Unknown**  
244

245 If **Yes** or **Unknown** is checked, this Residential Lease is submitted with Lessor's Disclosure of Information on Lead-Based Paint and  
246 Lead-Based Paint Hazards Form dated \_\_\_\_\_ .  
247

248 \_\_\_\_\_  
249 **LESSEE'S INITIALS** **LESSEE'S INITIALS** **LESSOR'S INITIALS** **LESSOR'S INITIALS**  
250

251 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real  
252 property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this section, Lessee acknowledges that  
253 the real estate agent has provided Lessee with the EPA website enabling Lessee to obtain information regarding common mold related  
254 hazards.  
255

256 \_\_\_\_\_  
257 **LESSEE'S INITIALS** **LESSEE'S INITIALS**  
258

259 **SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of Criminal Identification and Information maintains  
260 a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to  
261 register pursuant to LSA-R.S. 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also maintain  
262 such information. The State Sex Offender and Child Predator Registry database can be accessed at [www.lasocpr.lsp.org/socpr/](http://www.lasocpr.lsp.org/socpr/) and contains  
263 address, pictures and conviction records for registered offenders. The database can be searched by zip code, city, Parish or by offender name.  
264 Information is also available by phone at 1-800-858-0551 or 225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge,  
265 Louisiana 70896. You can also email State Services at [SOCP@dps.state.la.us](mailto:SOCP@dps.state.la.us) for more information.  
266

267 \_\_\_\_\_  
268 **LESSEE'S INITIALS** **LESSEE'S INITIALS**  
269

270 Time is of the essence. This document and any indicated addendum contain this entire lease. If any part of this lease is or becomes  
271 contrary to law, the remainder of this lease shall be unaffected. Any changes must be agreed upon in writing, and signed by Lessor  
and Lessee.

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS**

**FACSIMILE SIGNATURES ARE ACCEPTABLE AND BINDING AS ORIGINALS**

**THIS IS BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.**

272 **X** \_\_\_\_\_ **X** \_\_\_\_\_  
273 *Lessee Signature* *Date* *Lessor Signature* *Date*  
274

275 **X** \_\_\_\_\_ **X** \_\_\_\_\_  
276 *Lessee Signature* *Date* *Lessor Signature* *Date*  
277

278 \_\_\_\_\_  
279 *Agent Name* *Company* *Phone #* *Listing Agent I.D. #*  
280

281 \_\_\_\_\_  
282 *Agent Name* *Company* *Phone #* *Listing Agent I.D. #*  
283

284 \_\_\_\_\_  
285 **FOR REPAIRS/MAINTENANCE CALL:** \_\_\_\_\_  
286 *Name* *Phone*