

WEST CHIMES PLACE, LLC

PROPERTIES

STANDARD RESIDENTIAL LEASE FORM AGREEMENT

DATE: _____

PARTIES: West Chimes Place LLC (to be referred to as Landlord or Agent for Landlord) hereby leases to _____ (to be referred to as Tenant for 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 the _____ day of _____ 20____, and ending on last calendar day of _____, 20_____.

AUTOMATIC RENEWAL - If Tenant, or Landlord, desires that this lease terminate at the expiration of its term, he/she must give to the Landlord/Management written notice at least 30 days prior to that date. Failure by either party to give this required notice will result in automatically renewing this lease on a month-to-month basis. In any event, either party must give a 30-day WRITTEN notice to terminate this lease.

RENT - This lease is made for and in consideration of a monthly rental of _____ dollars (\$ _____), which is due on the _____ of each month.

ALL PAYMENTS MADE TO: West Chimes Place LLC
3164 Nicholson Drive
Baton Rouge, Louisiana 70802
Phone Number: (225) 346-4789

Landlord acknowledges receipt from Tenant the sum of _____ Dollars (_____), which is prorated rental 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 \$_____. 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 cash or money order if at any time check payment does not clear his/her bank. The rent shall be due on the _____ day of each month and if not paid by the _____ day of the month, a late charge of \$_____ shall be added and a charge of \$_____ per day after the _____ 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 unexpired term of the lease together with the attorney's fees immediately due and payable, or to proceed one or more times 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 further agrees that if an attorney is employed to protect any rights of the Landlord hereunder, Tenant will pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or \$400.00, whichever is greater. Tenant further agrees to pay all court costs and Sheriff's charges, if any.

EVICTION WAIVER OF NOTICE - Tenant does hereby waive any and all notices of eviction required by Louisiana Code of Civil Procedure Article 4701 as amended.

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 \$ _____, which will be subject to the attached SECURITY DEPOSIT RECEIPT. This deposit which is noninterest 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 this lease. The security deposit is not an advance rental and Tenant may not deduct any portion of the deposit from the 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

"If the deposit is held by REALTOR/Agent as managing agent or Landlord, the parties acknowledge that it will be noninterest 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 therefrom the cost of such procedure."

Tenant shall be entitled to return of the said security deposit within 30 days in accordance with terms of attached SECURITY DEPOSIT RECEIPT after the premises are returned to Landlord/Management in as good conditions 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/Management. Landlord/Management 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, reasonable wear and tear excepted, caused by Tenant, his/her 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 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 amount of the said security deposit. Deductions will also be made to cover any unpaid rental amounts and late fees.

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 before the expiration of this lease, except where such abandonment occurs during the last month of the term of the lease. If Tenant has paid all rent covering the entire term and either party has given the other timely written notice that this lease will not be renewed under its automatic renewal.

SUB LEASE - Tenant is not permitted to sublet, or grant use of the leased premises without the written consent of Landlord and then only in accordance with this lease.

OCCUPANT - The leased premises shall be occupied as a residence by the following persons only:

WARRANTY - Landlord warrants that the leased premises are in good condition, unless otherwise noted, and that the roof, heating, air conditioning, 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 at his expense and to repair any damage caused by Tenant, Tenant's family, guest, or invitee.

REPAIRS & MAINTENANCE - No repairs shall be due to Tenant by Landlord unless otherwise agreed to, except to roof, heating, 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. Tenant agrees to report in writing to Landlord any damage to the leased premises within twenty-four hours after its happening, and upon his/her failure to do so, Tenant shall be bound to repair any damage resulting from negligence of Tenant. However, please note that TENANT is responsible for changing/cleaning filters for all heating/air conditioning units.

PETS - Tenant may not have pet or pets, unless a PET PROVISION rider is executed by Landlord and attached hereto.

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 purposes 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 in the apartment 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 written notice to cease and desist from such activity or disturbance, then Tenant may be declared in default by Landlord and Landlord shall have the option to demand the rent for the whole unexpired 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.

ACCESS - Tenant will allow Landlord and parties authorized by Landlord to visit the premises in view of renting or buying _____ (___) days prior to the expiration of this lease from ____ a.m. to ____ p.m. Landlord reserves the right to post on the premises "For Sale" or "For Rent/Lease" signs at all times. Tenant will also permit Landlord to have access to the premises for the purpose of inspection and maintenance at reasonable intervals between the hours of ____ a.m. and ____ 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 in 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/her family, guests, employees or invitees, occurring in, on or about the leased premises, or occurring anywhere in or on the apartment building 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.

Landlord will not be responsible for damage caused by leaks in the roof, by bursting pipes, 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 written notice from Tenant of such defects and damage caused thereby. Should Tenant fail to so notify Landlord promptly, in writing, of any such defects, Tenant will become responsible for any damage or injury resulting to Landlord or other parties. It is recommended that the said Tenant shall maintain Renters Insurance coverage on Tenant's possessions to be placed within and on the premises. Landlord shall be required to maintain the proper structural insurance only.

OCCUPANCY OF 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 unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Landlord/Management, then Tenant shall be entitled to credit for the unexpired 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.

SPECIAL STIPULATIONS -

Landlord and Tenant signing below certify that they have read and understood this contract and consent to become parties to all the obligations expressed herein.

SIGNATURES:

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE

LEASE ADDENDUM #1

This document is hereby stated to be an official lease addendum between West Chimes Place, LLC. Landlord and _____ as Tenant(s) of the following property:

Apartment Address: _____ **Apartment Number** _____

1) Keys must be returned the day of moving or there will be a deduction in security deposit including the cost of changing the locks, if applicable.

_____ (INITIAL)

2) Occupied apartments must have utilities, including gas (if applicable). Failure to provide utilities and gas will result in eviction and the tenant will pay all costs associated with reconnections and/or permit fees.

_____ (INITIAL)

3) All garbage and trash must be placed in garbage containers. No garbage or trash (recyclables or cigarette butts, etc.) is allowed outside for any reason.

_____ (INITIAL)

4) No wild parties or loud music allowed on premises.

_____ (INITIAL)

5) Regarding NSF checks, there will be a \$2.00 bank fee (total of \$27) on all NSF checks and also all late fees apply up to the date of the check being paid in full if the check is returned and/or not paid by the due date. NSF checks will not be re-deposited and must be replaced with a money order only. In the event a NSF check is issued to West Chimes Place Apartments, tenant will be required to pay in a money order only thereafter or the check issued will be returned and rent will be considered unpaid.

_____ (INITIAL)

6) All carpet is shampooed before a tenant moves in. The tenant must shampoo the carpet when vacating or a MINIMUM deduction of \$40.00 will be taken from security deposit.

_____ (INITIAL)

7) Apartment appliances including stoves and refrigerators must be left completely clean when vacating the apartment. If the appliances are left unclean, a cleaning fee will be deducted from your security deposit. Also, tenant must sweep/mop all floors and clean the bathroom and cabinet areas. Failure to do so will result in an additional fee being deducted from the security deposit.

_____ (INITIAL)

8) No pets (this includes visitors, family, etc.) are allowed in the apartment or on premises at any time unless approved by management. A Pet Addendum must be signed and a non-refundable pet fee is required prior to obtaining a pet. Failure to do so could result in lease termination. We allow cats (no more than two), and dogs (no more than one) less than 20lbs. You may have only one or the other.

_____ (INITIAL)

9) Tenant understands that no one other than name(s) listed on Lease Agreement and application is allowed to occupy and/or stay in the apartment. Tenant(s) understand that they must notify management by written notice PRIOR to obtaining a roommate. Prospective roommates must complete an application and be approved prior to moving in. Tenant understands that West Chimes Place Apartments has the right to refuse occupancy if applicant is not approved. Failure to comply with these procedures will result in immediate termination of lease agreement.

_____ (INITIAL)

10) Tenant(s) are responsible for replacing batteries in the smoke detectors. Tenant(s) are responsible for maintenance and upkeep on security alarms.

_____ (INITIAL)

11) Tenant(s) may renew the lease on a month-to-month basis, but there will be a minimum monthly fee of \$50 added to the current rental rate, as stated in the lease renewal issued thirty (30) days prior to lease expiration.

_____ (INITIAL)

12) All maintenance requests must be called into the office. In the event of an after-hours maintenance emergency, please state your emergency in voicemail. Failure to report the maintenance request to the office or voicemail WILL result in your request being overlooked.

_____ (INITIAL)

13) Please note that the refrigerator and stove are the responsibility of the tenant. If you find a refrigerator and stove, West Chimes has left it as courtesy to the tenant but we are not responsible for the maintenance of the appliance.

_____ (INITIAL)

SIGNATURES:

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE

LEASE ADDENDUM #2

Policy on Breaking Lease Agreement

Lease Agreement Dated: _____

The tenant understands that *West Chimes Place Properties* will **NOT** allow someone to shorten a lease agreement, will **NOT** allow tenant out of the lease agreement early, nor allow another party to take over a tenant's lease agreement under **ANY** circumstances. The length of the lease agreement that is agreed upon and signed by the resident is expected to be fulfilled. Tenant also understands that *West Chimes Place Properties* **DOES NOT** have a **MOVING CLAUSE** (or any other clause that allows a tenant out of the lease agreement for job related issues, status change in relationships, home buying, etc.).

If a lease agreement is broken or if someone moves out before the lease agreement expires, **OUR POLICY IS TO REPORT ANY LOSS OF RENT IMMEDIATELY TO THE CREDIT BUREAU FOR COLLECTION.** Tenant understands that the Credit Bureau will report the total amount of moneys (rent, damages, etc.) on his/her credit report and that outstanding balance will be reflected on his/her credit report as a bad debt owed to an apartment complex. The following will occur in such cases:

1. The debt will remain on the credit report for seven (7) years from thirty (30) days after being submitted by West Chimes Place Properties and failure to respond to the notice given by the collection agency. Even if the debt is paid in full, it will continue to show on your credit for the term of seven (7) years but will be marked as a paid collection account.
2. The balance owed will remain on the credit report until tenant pays the past due balance and/or monthly payment arrangements are being made (which then will continue to decrease the balance until the entire amount is paid in full but will still remain for the entire term of seven (7) years).
3. This debt will carry on throughout a seven-year period hindering you from obtaining credit cards, another residence, being granted credit worthy by other creditors (including but not limited to auto loans, utilities, checking accounts, pagers, cell phones, etc.)

Even though we do sympathize with unfortunate situations, please be aware that we **DO NOT** acknowledge reasons such as the ones listed below (these are a few examples) to break a lease agreement. So, please **DO NOT ASK:**

- Transferring for job related reasons (job transfers)
- Losing a job
- Divorce or separation
- Dropped out/no longer in school
- Cannot afford the apartment (so moving out will allow tenant out of lease)

I UNDERSTAND THE ABOVE STATED ADDENDUM:

SIGNATURES:

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE

Signature

TENANT (Name Printed) DATE

LANDLORD/MANAGEMENT DATE