# MISSISSIPPI RESIDENTIAL LEASE AGREEMENT

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1. **THIS AGREEMENT,** entered into and effective this the day of ,
2. , by and between the undersigned Lessor, and the following party(ies), herein called Lessee(s):

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1. (this "Lease"), and in consideration of the covenants herein contained on the part of the said Lessee to be kept and
2. performed, Lessor does hereby lease to Lessee the premises situated at:
3. in the City of
4. , County of ,
5. State of Mississippi ("Premises") to be used and occupied by Lessee and the following occupants only:

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1. as a private residence and for no other purpose. "Premises" includes the dwelling unit and the structure of which it is
2. a part, facilities and appurtenances therein, and grounds, areas and facilities held out for use of tenants generally or
3. whose use is promised to Lessee hereunder.

14 1.

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**TERM.** The term hereof shall begin on , , and continue [CHECK ONE]: until .

on a week-to-week basis thereafter, until either party shall terminate this Lease by giving the other party Notice

1. as set forth in section 14 of this Lease.
2. on a month-to-month basis thereafter, until either party shall terminate this Lease by giving the other party Notice
3. as set forth in section 14 of this Lease.

20 2.

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**RENT.** [CHECK ONE]:

Flat Fee Rent of $ payable on .

Annual Rent of $ payable in equal monthly installments of $ ,

1. due on or before the first day of each month for which payment is made.
2. Weekly Rent of $ due on or before the Monday of each week for which payment is
3. made.
4. Monthly Rent of $ due on or before the first day of each month for which payment is
5. made.
6. In the event rent is not paid within days after due date, Lessee agrees to pay a late charge
7. of $ or % of the monthly rental rate. Lessee further agrees to pay
8. $ for each dishonored check in addition to all costs of collection, including fees, court costs
9. and reasonable attorney fees.
10. 3. **SECURITY DEPOSIT.** A security deposit of $ shall be deposited with
11. ("Broker") upon
12. execution of this Lease to secure performance of this Lease by Lessee. Security Deposit shall be held by Broker in
13. good faith pursuant to the terms of this Lease and applicable law. Lessor, by written notice delivered to Lessee, may
14. claim of such Security Deposit such amounts as are reasonably necessary to remedy Lessee's default in the payment
15. of Rent, to repair damages to the Premises caused by Lessee (exclusive of ordinary wear and tear), to clean the
16. Premises upon termination of the tenancy, or for other reasonable and necessary expenses incurred as the result of
17. Lessee's default. After payment of any such amounts, any remaining portion of the Security Deposit shall be
18. refunded to Lessee, with a written accounting for those amounts deducted, no later than forty-five (45) days after
19. the termination of the tenancy, the delivery of possession and demand by Lessee there-for.
20. 4. **PETS.** Pets [CHECK ONE]

are

are not allowed on Premises. No pets shall be placed upon Premises

1. without prior written permission from Lessor. For each pet approved by Lessor, a pet deposit of $
2. shall be deposited with and [CHECK ONE] shall shall not
3. be refundable at termination of Lease. Lessee is liable to Lessor for any damage caused to Premises or Lessor's
4. property by any pet or animal Lessee or Lessee's invitee brings upon the Premises or Lessor's property.
5. 5. **UTILITIES.** (CHECK ONE):
6. Lessee shall be responsible for all utilities, including connections, deposits and payments.
7. Lessee shall be responsible for utilities, including connections, deposits and payments, except [INSERT IF
8. ANY] , which shall be provided by Lessor.
9. NOTE: In the event Premises is serviced by gas, Lessee shall be responsible for keeping gas service on for full term
10. of Lease; Lessee shall pay for any pressure testing made necessary by Lessee's failure to maintain continuous gas
11. service during term of Lease.
12. 6. **CONDITION OF PROPERTY.** Lessee stipulates that it has examined the Premises, including the grounds
13. and all improvements, and that they are, at the time of this Lease, in good order, repair and in safe, clean and
14. tenantable condition. Taking possession of the Premises by Lessee shall be conclusive evidence that it received
15. Premises in good condition and without objection or reservation. Lessee shall specifically perform those duties of
16. tenants as specified in Miss. Code Ann., Sec. 89-8-25, as amended, and shall obey and conform to all written or
17. posted rules and regulations applicable to the Premises, common areas and Lessor's property including, if
18. applicable, any apartment owners association or cooperative housing corporation bylaws.
19. 7. **SURRENDER.** At the expiration or sooner termination of this Lease, Lessee shall at once peacefully surrender
20. Premises in as good a state and condition as they were in at the commencement of this Lease, reasonable wear
21. excepted. Upon vacating Premises, Lessee will leave same in clean and rentable condition (except for reasonable
22. wear). For purposes of this clause, "reasonable wear" is as determined by Lessor, in its discretion.
23. 8. **ALTERATION AND IMPROVEMENTS.** Lessee agrees to make no addition, alteration or improvement,
24. including painting, to the premises without the prior written consent of Lessor. All additions, alterations and
25. improvements shall be the property of the Lessor (with the exception of fixtures installed by Lessee with Lessor's
26. permission that are removable without damage to the premises and moveable personal property), and Lessee shall
27. not be entitled to compensation therefor, nor shall Lessee remove them from the premises without the written
28. consent of the Lessor. If Lessee makes any addition, alteration or improvement, including painting, to the premises
29. without the written consent of Lessor, the Lessor may, at its option, require Lessee to restore the premises to their
30. former condition at Lessee's expense. If Lessee fails or refuses to make such restoration within the time specified in
31. written notice from Lessor to do so (if no time specified, then within a reasonable time), Lessor may restore the
32. premises and Lessee shall be deemed to be in default hereof and responsible for the total cost thereof; in such event,
33. all costs thereof shall be deemed additional Rent immediately due and payable by Lessee under the Lease.
34. 9. **DAMAGE TO PREMISES.** Lessor shall not be liable for any damages or injury to Lessee, or any other
35. person, or to any property on the Premises or any part thereof or in common areas thereof, unless such damages or
36. costs are the proximate result of the willful misconduct of Lessor, its agents or employees. Lessee agrees to hold
37. Lessor harmless from any claims for damages, no matter how caused, except for injury or damages for which
38. Lessor is legally responsible.
39. 10. **INDEMNIFICATION.** Lessee hereby covenants and agrees to save, indemnify and hold Lessor and its
40. insurers, agents and employees harmless in the event of any accident, burglary, robbery, fire, wind, rain, occurrence
41. or other causes of injury or other loss whatsoever to Lessee, Lessee's family, co-occupants, employees, invitees or
42. guests or anyone else for injury, damage or loss of any nature which may occur at any time on account of any defect
43. in the leased Premises, the improvements therein and the appurtenances thereto, whether such exists at this time or
44. arises subsequent hereto and whether such defect was known or unknown at the time, excepting only any loss which
45. is the proximate result of the willful misconduct of Lessor, its agents or employees. Lessor, his insurers, agents or
46. employees shall not be liable for any injuries or damages to person or property sustained by Lessee, Lessee's family,
47. co-occupants, guests, friends, servants or any other person upon the premises or any damage to any other person or
48. property upon the premises, excepting only any injury or loss which is the proximate result of the willful
49. misconduct of Lessor, its agents or employees.
50. 11. **RIGHT TO ENTER, INSPECT, REPAIR, ADVERTISE AND SHOW PREMISES.** Lessor or its agent(s)
51. shall have the right at all reasonable times to enter the Premises to inspect same, make repairs or show the Premises
52. to prospective buyers or lessees. Premises shall be shown by appointment only, with twenty-four (24) hours notice
53. to Lessee. Lessee shall cooperate in arranging said appointments and showings. Lessor shall have the right to
54. advertise the Premises at any time for sale or lease upon determining that the Premises is to be re-let or sold.
55. 12. **REPAIRS.** Lessor shall have no duty whatsoever in connection with any defect which is caused by the
56. deliberate or negligent act of Lessee or persons on the Premises with Lessee's permission. Lessee shall be
57. responsible for the first $ of all repairs to Premises, with full discretion as to nature and
58. manner of repairs reserved to Lessor in its sole discretion. In the event of a material defect which constitutes a
59. breach of the terms of this Lease or those obligations of Lessor under Miss. Code Ann., Sec. 89-8-23, as amended,
60. Lessee must provide written notice to Lessor of the specific and material defect, after receipt of which Lessor shall
61. have thirty (30) days to repair such defect. If, within said thirty (30) days, Lessor fails to repair such defect, Lessee:
62. (a) May repair such defect himself; and
63. (b) Shall be entitled to reimbursement of the expenses of such repairs (not to exceed an amount greater than the
64. usual and customary charge for such repairs), provided that (i) Lessee has fulfilled Lessee's affirmative obligations
65. under Miss. Code Ann., Sec. 89-8-25, as amended; (ii) the expenses incurred in making such repairs do not exceed
66. an amount equal to one (1) month's Rent; (iii) Lessee has not exercised the remedy provided in this section in the
67. six (6) months immediately preceding such repair; and (iv) Lessee is current in Lessee's rental payment. Cost of
68. repairs reimbursable under this section may be offset against future Rent. Notwithstanding anything in this section,
69. Lessor may, in good faith, at any time after the expiration of this Lease, recover possession of the dwelling unit,
70. cause Lessee to quit the dwelling unit involuntarily, demand an increase in rent or decrease the services to which
71. Lessee has been entitled, in accordance with applicable law.
72. 13. **ABANDONMENT.** If the Premises becomes vacant or abandoned, Lessee shall be in default and this lease
73. shall expire and terminate. In such event, Lessor may re-enter and take possession of the Premises in any manner
74. provided by law including, but not limited to, summary remedies. In case Lessor shall recover possession of
75. Premises, it may, but shall not be required to, remove property of the Lessee and store same, or it may dispose of
76. abandoned property as provided by law. Notwithstanding anything stated herein, Lessee agrees that whether
77. possession is taken or this lease is cancelled by Lessor, the entire unpaid balance of Rent shall accelerate and
78. immediately become due and payable and Lessee shall be responsible for all costs incurred by Lessor in
79. enforcement of this paragraph, including court costs and attorney fees.
80. 14. **TERMINATION.** Absent a material noncompliance or substantial violation of the Lease materially affecting
81. health and safety, written Notice to terminate tenancy shall be given by Lessor to Lessee at lease seven (7) days
82. prior to the termination date for a week-to-week tenancy and at least thirty (30) days prior to the termination date
83. for a month-to-month or annual tenancy. If there is a material noncompliance by Lessee with this Lease by the
84. non-payment of Rent, Lessor may terminate this Lease and seek removal of Lessee from the Premises in the manner
85. and with the Notice prescribed by Chapter 7, Title 89, Mississippi Code of 1972. If there is a material
86. noncompliance by Lessee with this Lease (other than the non-payment of Rent) or those obligations imposed upon
87. Lessee by Miss. Code Ann., Sec. 89-8-25, as amended, Lessor may terminate the tenancy as set forth in this
88. paragraph. If there is a material noncompliance by Lessor with this Lease or those obligations imposed upon Lessor
89. by Miss. Code Ann., Sec. 89-8-23, as amended, Lessee may terminate the tenancy as set forth in this paragraph. In
90. the event of a material noncompliance with this Lease or the breaching party's obligations to the other under law,
91. the non-breaching party may deliver a written notice to the breaching party specifying the acts and omissions
92. constituting the breach and that the Lease will terminate upon a date no less than thirty (30) days after receipt of the
93. notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease shall
94. terminate and the Lessee shall surrender possession as provided in the Notice subject to the following:
95. (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the breaching party
96. adequately remedies the breach prior to the date specified in the notice, the Lease shall not terminate;
97. (b) In the absence of a showing of due care by the breaching party, if substantially the same act or omission which
98. constituted a prior noncompliance of which Notice was given recurs within six (6) months, the non-breaching party
99. may terminate the Lease upon not less than fourteen (14) days' written notice specifying the breach and the date of
100. termination of the Lease.
101. (c) Neither party may terminate for a condition caused by its own deliberate or negligent act or omission or that of
102. a member of its family or other person on the Premises with its consent.
103. Notice to terminate tenancy shall not be required to be given when Lessor or Lessee has committed a substantial
104. violation of this Lease or applicable law that materially affects health and safety.
105. If the Lease agreement is terminated in accordance with this section, Lessor shall return all prepaid and unearned
106. Rent as set forth in section 2 of this Lease and any Security Deposit recoverable by Lessee as set forth in section 3
107. of this Lease.
108. 15. **DEFAULT.** If Lessee fails to pay Rent or any other charges required to be paid by Lessee in full when due, or
109. if Lessee shall breach any of the terms of this Lease, Lessor shall have such rights as are provided by law. In the
110. event of a default by Lessee, Lessee's Security Deposit, if any, shall be handled in accordance with section 3 of this
111. Lease. The retention of the Security Deposit, or any portion thereof, shall not be the only remedy to which Lessor
112. is entitled but Lessor shall have all recourse against Lessee provided by this Lease and by law including, but not
113. limited to, summary remedies, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay
114. Lessor's reasonable attorney fees and expenses incurred in and about enforcing any of the terms of this Lease, in
115. collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by
116. Lessor in so doing.
117. 16. **NOTICES.** For purposes of giving any Notice required under this Lease or pursuant to law, Notice to Lessor
118. shall be delivered personally to Lessor, with acknowledgment of receipt, or mailed by certified mail, return receipt
119. requested, to Landlord (or Landlord's lawful agent) at the following street address:

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1. Lessor may contract with an agent or agents to assume all the rights and duties of Lessor under this Lease and under
2. applicable law. In the event Lessor has duly designated an authorized agent to act in the stead of Lessor, Notice to
3. such agent of Lessor in the form specified above is equivalent to giving Notice to Lessor.
4. Notices to Lessee shall be delivered personally to Lessee, with acknowledgment of receipt, or mailed by certified
5. mail to Lessee at Lessee's mailing address for the Premises or, if Landlord ascertains that Lessee has apparently
6. vacated the Premises, to Lessee at any alternative address provided in writing by Lessee to Lessor for such purpose.
7. If Lessee's tenancy has not terminated under this Lease and Lessee cannot be found personally to achieve personal
8. delivery of any Notice after reasonable effort, and Lessee has not provided to Lessor a valid alternative address for
9. Notice, Lessor's Notice hereunder shall be deemed given to and received by Lessee when Lessor posts such notice
10. on the door of Lessee's Premises.
11. 17. **NO WAIVER.** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements
12. and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment
13. of Lessor's rights including, but not limited to, Lessor's right to enforce any such term, covenant, agreement or
14. condition, but the same shall continue in full force and effect.
15. 18. **GOVERNING LAW; SEVERABILITY.** The laws of the State of Mississippi shall govern the interpretation,
16. validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or
17. unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected
18. thereby.
19. 19. **TIME OF THE ESSENCE.** Time is of the essence as to all dates, times and deadlines stated herein, unless
20. otherwise noted.
21. 20. **EQUAL HOUSING OPPORTUNITY.** In accordance with the federal Fair Housing Law, it is illegal to block
22. bust or to discriminate against any person because of race, color, religion, sex, handicap, familial status or national
23. origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing
24. of housing or in the providing of real estate brokerage services.
25. 21. **LEAD-BASED PAINT DISCLOSURE.** Residential dwellings **built prior to 1978** may present exposure to
26. lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
27. young children may produce permanent neurological damage, including learning disabilities, reduced intelligence
28. quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant
29. women. Lessors of residential property built prior to 1978 are required to provide lessees thereof with any
30. information on lead-based paint hazards from risk assessments or inspections in lessor's possession and notify the
31. lessee of known lead-based paint or any known lead-based paint hazards in the Premises. Lessors must provide
32. lessees with a federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for
33. possible lead-based paint hazards is recommended prior to rental.
34. 22. **BROKERS AND SALESPERSONS; AGENCY RELATIONSHIP.**
35. (A) The Brokers and Salespersons involved in the transaction associated with this Lease are as follows:
36. Listing Agency Listing Agent
37. Business Phone Business Phone
38. Leasing Agency Leasing Agent
39. Business Phone Business Phone

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| --- | --- |
| 203 | (B) [CHECK ONE]: |
| 204 | The Listing Firm, the Leasing Firm, and their salespersons represent the Lessor as their Client and the Lessee |
| 205 | is unrepresented. The Lessee(s) is/are a customer. |
| 206 | The Listing Firm and its salespersons represent the Lessor(s). The Leasing Firm and its salespersons |
| 207 | represent the Lessee(s). |
| 208 | The Listing Firm and its salespersons represent both Lessor(s) and the Lessee(s) as dual agents by mutual |
| 209 | agreement and all parties have signed and understand the Dual Agency Confirmation form provided to them by the |
| 210 | Listing Firm. |
| 211 | The Leasing Firm and its salespersons represent the Lessee(s) and the Lessor is unrepresented. The Lessor(s) |
| 212 | is/are a customer. |
| 213 | 23. **SPECIAL PROVISIONS. (If none, write "NONE" below):** |
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| 229 | 24. **ATTACHMENTS. (Check All That Apply):** |
| 230 | Application Dual Agency Confirmation |
| 231 | Lead Based Paint Disclosure Mandatory Arbitration Addendum |
| 232 | VA/FHA Disclosures (as required) Other |

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| --- | --- |
| 233 | 25. **SIGNATURE BLOCK.** |
| 234 | Signed this the day of , , at a.m. p.m., and a **copy** hereof |
| 235 | received: |
| 236 | Lessor Lessor |
| 237 | Phone Phone |
| 238 | ***OR*** |
| 239 | Property Manager Acting for Lessor: |
| 240 | Agent |
| 241 | Property Management Firm: |
| 242 | Phone |
| 243 | Lessee Lessee |
| 244 | Phone Phone |
| 245 | Lessee Lessee |
| 246 | Phone Phone |

# APPLICATION

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| --- | --- |
| 247 | **LESSEE** NAME OF CO-LESSEE |
| 248 | SOCIAL SECURITY # DRIVER'S LICENSE # |
| 249 | PHONE WORK # PHONE HOME # |
| 250 | PRESENT ADDRESS |
| 251 | CITY STATE ZIP |
| 252 | LANDLORD OR AGENT |
| 253 | HOW LONG AT PRESENT ADDRESS? |
| 254 | PREVIOUS ADDRESS |
| 255 | ANIMALS: YES NO TYPE |
| 256 | CAR MAKE YEAR MODEL LICENSE # |
| 257 | NAME OF EMPLOYER |
| 258 | ADDRESS OF EMPLOYER |
| 259 | SUPERVISOR PHONE # |
| 260 | OCCUPATION |
| 261 | **PERSONAL REFERENCES:** |
| 262 | NAME |
| 263 | ADDRESS |
| 264 | PHONE # |
| 265 | **NEAREST RELATIVE:** |
| 266 | NAME |
| 267 | ADDRESS |
| 268 | PHONE # |
| 269 | Dated Lessor's Authorized Agent |
| 270 | **Lessee's authorization to check credit:** |
| 271 |  |