

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):
3 _____
4 _____ ,
5 (this "Lease"), and in consideration of the covenants herein contained on the part of the said Lessee to be kept and
6 performed, Lessor does hereby lease to Lessee the premises situated at:
7 _____ in the City of
8 _____ , County of _____ ,
9 State of Mississippi ("Premises") to be used and occupied by Lessee and the following occupants only: _____
10 _____
11 as a private residence and for no other purpose. "Premises" includes the dwelling unit and the structure of which it is
12 a part, facilities and appurtenances therein, and grounds, areas and facilities held out for use of tenants generally or
13 whose use is promised to Lessee hereunder.

14 1. **TERM.** The term hereof shall begin on _____ , _____ , and continue [CHECK ONE]:
15 until _____ .
16 on a week-to-week basis thereafter, until either party shall terminate this Lease by giving the other party Notice
17 as set forth in section 14 of this Lease.
18 on a month-to-month basis thereafter, until either party shall terminate this Lease by giving the other party Notice
19 as set forth in section 14 of this Lease.

20 2. **RENT.** [CHECK ONE]:
21 Flat Fee Rent of \$ _____ payable on _____ .
22 Annual Rent of \$ _____ payable in equal monthly installments of \$ _____ ,
23 due on or before the first day of each month for which payment is made.
24 Weekly Rent of \$ _____ due on or before the Monday of each week for which payment is
25 made.
26 Monthly Rent of \$ _____ due on or before the first day of each month for which payment is
27 made.
28 In the event rent is not paid within _____ days after due date, Lessee agrees to pay a late charge
29 of \$ _____ or _____ % of the monthly rental rate. Lessee further agrees to pay
30 \$ _____ for each dishonored check in addition to all costs of collection, including fees, court costs
31 and reasonable attorney fees.

32 3. **SECURITY DEPOSIT.** A security deposit of \$ _____ shall be deposited with
33 _____ ("Broker") upon
34 execution of this Lease to secure performance of this Lease by Lessee. Security Deposit shall be held by Broker in
35 good faith pursuant to the terms of this Lease and applicable law. Lessor, by written notice delivered to Lessee, may
36 claim of such Security Deposit such amounts as are reasonably necessary to remedy Lessee's default in the payment
37 of Rent, to repair damages to the Premises caused by Lessee (exclusive of ordinary wear and tear), to clean the
38 Premises upon termination of the tenancy, or for other reasonable and necessary expenses incurred as the result of
39 Lessee's default. After payment of any such amounts, any remaining portion of the Security Deposit shall be



40 refunded to Lessee, with a written accounting for those amounts deducted, no later than forty-five (45) days after
41 the termination of the tenancy, the delivery of possession and demand by Lessee there-for.

42 4. **PETS.** Pets [CHECK ONE] are are not allowed on Premises. No pets shall be placed upon Premises
43 without prior written permission from Lessor. For each pet approved by Lessor, a pet deposit of \$ _____
44 shall be deposited with _____ and [CHECK ONE] shall shall not
45 be refundable at termination of Lease. Lessee is liable to Lessor for any damage caused to Premises or Lessor's
46 property by any pet or animal Lessee or Lessee's invitee brings upon the Premises or Lessor's property.

47 5. **UTILITIES.** (CHECK ONE):

48 Lessee shall be responsible for all utilities, including connections, deposits and payments.

49 Lessee shall be responsible for utilities, including connections, deposits and payments, except [INSERT IF
50 ANY] _____, which shall be provided by Lessor.

51 NOTE: In the event Premises is serviced by gas, Lessee shall be responsible for keeping gas service on for full term
52 of Lease; Lessee shall pay for any pressure testing made necessary by Lessee's failure to maintain continuous gas
53 service during term of Lease.

54 6. **CONDITION OF PROPERTY.** Lessee stipulates that it has examined the Premises, including the grounds
55 and all improvements, and that they are, at the time of this Lease, in good order, repair and in safe, clean and
56 tenantable condition. Taking possession of the Premises by Lessee shall be conclusive evidence that it received
57 Premises in good condition and without objection or reservation. Lessee shall specifically perform those duties of
58 tenants as specified in Miss. Code Ann., Sec. 89-8-25, as amended, and shall obey and conform to all written or
59 posted rules and regulations applicable to the Premises, common areas and Lessor's property including, if
60 applicable, any apartment owners association or cooperative housing corporation bylaws.

61 7. **SURRENDER.** At the expiration or sooner termination of this Lease, Lessee shall at once peacefully surrender
62 Premises in as good a state and condition as they were in at the commencement of this Lease, reasonable wear
63 excepted. Upon vacating Premises, Lessee will leave same in clean and rentable condition (except for reasonable
64 wear). For purposes of this clause, "reasonable wear" is as determined by Lessor, in its discretion.

65 8. **ALTERATION AND IMPROVEMENTS.** Lessee agrees to make no addition, alteration or improvement,
66 including painting, to the premises without the prior written consent of Lessor. All additions, alterations and
67 improvements shall be the property of the Lessor (with the exception of fixtures installed by Lessee with Lessor's
68 permission that are removable without damage to the premises and moveable personal property), and Lessee shall
69 not be entitled to compensation therefor, nor shall Lessee remove them from the premises without the written
70 consent of the Lessor. If Lessee makes any addition, alteration or improvement, including painting, to the premises
71 without the written consent of Lessor, the Lessor may, at its option, require Lessee to restore the premises to their
72 former condition at Lessee's expense. If Lessee fails or refuses to make such restoration within the time specified in
73 written notice from Lessor to do so (if no time specified, then within a reasonable time), Lessor may restore the
74 premises and Lessee shall be deemed to be in default hereof and responsible for the total cost thereof; in such event,
75 all costs thereof shall be deemed additional Rent immediately due and payable by Lessee under the Lease.

76 9. **DAMAGE TO PREMISES.** Lessor shall not be liable for any damages or injury to Lessee, or any other
77 person, or to any property on the Premises or any part thereof or in common areas thereof, unless such damages or
78 costs are the proximate result of the willful misconduct of Lessor, its agents or employees. Lessee agrees to hold
79 Lessor harmless from any claims for damages, no matter how caused, except for injury or damages for which
80 Lessor is legally responsible.



81 **10. INDEMNIFICATION.** Lessee hereby covenants and agrees to save, indemnify and hold Lessor and its
82 insurers, agents and employees harmless in the event of any accident, burglary, robbery, fire, wind, rain, occurrence
83 or other causes of injury or other loss whatsoever to Lessee, Lessee's family, co-occupants, employees, invitees or
84 guests or anyone else for injury, damage or loss of any nature which may occur at any time on account of any defect
85 in the leased Premises, the improvements therein and the appurtenances thereto, whether such exists at this time or
86 arises subsequent hereto and whether such defect was known or unknown at the time, excepting only any loss which
87 is the proximate result of the willful misconduct of Lessor, its agents or employees. Lessor, his insurers, agents or
88 employees shall not be liable for any injuries or damages to person or property sustained by Lessee, Lessee's family,
89 co-occupants, guests, friends, servants or any other person upon the premises or any damage to any other person or
90 property upon the premises, excepting only any injury or loss which is the proximate result of the willful
91 misconduct of Lessor, its agents or employees.

92 **11. RIGHT TO ENTER, INSPECT, REPAIR, ADVERTISE AND SHOW PREMISES.** Lessor or its agent(s)
93 shall have the right at all reasonable times to enter the Premises to inspect same, make repairs or show the Premises
94 to prospective buyers or lessees. Premises shall be shown by appointment only, with twenty-four (24) hours notice
95 to Lessee. Lessee shall cooperate in arranging said appointments and showings. Lessor shall have the right to
96 advertise the Premises at any time for sale or lease upon determining that the Premises is to be re-let or sold.

97 **12. REPAIRS.** Lessor shall have no duty whatsoever in connection with any defect which is caused by the
98 deliberate or negligent act of Lessee or persons on the Premises with Lessee's permission. Lessee shall be
99 responsible for the first \$ _____ of all repairs to Premises, with full discretion as to nature and
100 manner of repairs reserved to Lessor in its sole discretion. In the event of a material defect which constitutes a
101 breach of the terms of this Lease or those obligations of Lessor under Miss. Code Ann., Sec. 89-8-23, as amended,
102 Lessee must provide written notice to Lessor of the specific and material defect, after receipt of which Lessor shall
103 have thirty (30) days to repair such defect. If, within said thirty (30) days, Lessor fails to repair such defect, Lessee:
104 (a) May repair such defect himself; and
105 (b) Shall be entitled to reimbursement of the expenses of such repairs (not to exceed an amount greater than the
106 usual and customary charge for such repairs), provided that (i) Lessee has fulfilled Lessee's affirmative obligations
107 under Miss. Code Ann., Sec. 89-8-25, as amended; (ii) the expenses incurred in making such repairs do not exceed
108 an amount equal to one (1) month's Rent; (iii) Lessee has not exercised the remedy provided in this section in the
109 six (6) months immediately preceding such repair; and (iv) Lessee is current in Lessee's rental payment. Cost of
110 repairs reimbursable under this section may be offset against future Rent. Notwithstanding anything in this section,
111 Lessor may, in good faith, at any time after the expiration of this Lease, recover possession of the dwelling unit,
112 cause Lessee to quit the dwelling unit involuntarily, demand an increase in rent or decrease the services to which
113 Lessee has been entitled, in accordance with applicable law.

114 **13. ABANDONMENT.** If the Premises becomes vacant or abandoned, Lessee shall be in default and this lease
115 shall expire and terminate. In such event, Lessor may re-enter and take possession of the Premises in any manner
116 provided by law including, but not limited to, summary remedies. In case Lessor shall recover possession of
117 Premises, it may, but shall not be required to, remove property of the Lessee and store same, or it may dispose of
118 abandoned property as provided by law. Notwithstanding anything stated herein, Lessee agrees that whether
119 possession is taken or this lease is cancelled by Lessor, the entire unpaid balance of Rent shall accelerate and
120 immediately become due and payable and Lessee shall be responsible for all costs incurred by Lessor in
121 enforcement of this paragraph, including court costs and attorney fees.



122 14. **TERMINATION.** Absent a material noncompliance or substantial violation of the Lease materially affecting
123 health and safety, written Notice to terminate tenancy shall be given by Lessor to Lessee at lease seven (7) days
124 prior to the termination date for a week-to-week tenancy and at least thirty (30) days prior to the termination date
125 for a month-to-month or annual tenancy. If there is a material noncompliance by Lessee with this Lease by the
126 non-payment of Rent, Lessor may terminate this Lease and seek removal of Lessee from the Premises in the manner
127 and with the Notice prescribed by Chapter 7, Title 89, Mississippi Code of 1972. If there is a material
128 noncompliance by Lessee with this Lease (other than the non-payment of Rent) or those obligations imposed upon
129 Lessee by Miss. Code Ann., Sec. 89-8-25, as amended, Lessor may terminate the tenancy as set forth in this
130 paragraph. If there is a material noncompliance by Lessor with this Lease or those obligations imposed upon Lessor
131 by Miss. Code Ann., Sec. 89-8-23, as amended, Lessee may terminate the tenancy as set forth in this paragraph. In
132 the event of a material noncompliance with this Lease or the breaching party's obligations to the other under law,
133 the non-breaching party may deliver a written notice to the breaching party specifying the acts and omissions
134 constituting the breach and that the Lease will terminate upon a date no less than thirty (30) days after receipt of the
135 notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease shall
136 terminate and the Lessee shall surrender possession as provided in the Notice subject to the following:
137 (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the breaching party
138 adequately remedies the breach prior to the date specified in the notice, the Lease shall not terminate;
139 (b) In the absence of a showing of due care by the breaching party, if substantially the same act or omission which
140 constituted a prior noncompliance of which Notice was given recurs within six (6) months, the non-breaching party
141 may terminate the Lease upon not less than fourteen (14) days' written notice specifying the breach and the date of
142 termination of the Lease.
143 (c) Neither party may terminate for a condition caused by its own deliberate or negligent act or omission or that of
144 a member of its family or other person on the Premises with its consent.

145 Notice to terminate tenancy shall not be required to be given when Lessor or Lessee has committed a substantial
146 violation of this Lease or applicable law that materially affects health and safety.

147 If the Lease agreement is terminated in accordance with this section, Lessor shall return all prepaid and unearned
148 Rent as set forth in section 2 of this Lease and any Security Deposit recoverable by Lessee as set forth in section 3
149 of this Lease.

150 15. **DEFAULT.** If Lessee fails to pay Rent or any other charges required to be paid by Lessee in full when due, or
151 if Lessee shall breach any of the terms of this Lease, Lessor shall have such rights as are provided by law. In the
152 event of a default by Lessee, Lessee's Security Deposit, if any, shall be handled in accordance with section 3 of this
153 Lease. The retention of the Security Deposit, or any portion thereof, shall not be the only remedy to which Lessor
154 is entitled but Lessor shall have all recourse against Lessee provided by this Lease and by law including, but not
155 limited to, summary remedies, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay
156 Lessor's reasonable attorney fees and expenses incurred in and about enforcing any of the terms of this Lease, in
157 collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by
158 Lessor in so doing.

159 16. **NOTICES.** For purposes of giving any Notice required under this Lease or pursuant to law, Notice to Lessor
160 shall be delivered personally to Lessor, with acknowledgment of receipt, or mailed by certified mail, return receipt
161 requested, to Landlord (or Landlord's lawful agent) at the following street address:

162 _____
163 _____



164 Lessor may contract with an agent or agents to assume all the rights and duties of Lessor under this Lease and under
165 applicable law. In the event Lessor has duly designated an authorized agent to act in the stead of Lessor, Notice to
166 such agent of Lessor in the form specified above is equivalent to giving Notice to Lessor.

167 Notices to Lessee shall be delivered personally to Lessee, with acknowledgment of receipt, or mailed by certified
168 mail to Lessee at Lessee's mailing address for the Premises or, if Landlord ascertains that Lessee has apparently
169 vacated the Premises, to Lessee at any alternative address provided in writing by Lessee to Lessor for such purpose.
170 If Lessee's tenancy has not terminated under this Lease and Lessee cannot be found personally to achieve personal
171 delivery of any Notice after reasonable effort, and Lessee has not provided to Lessor a valid alternative address for
172 Notice, Lessor's Notice hereunder shall be deemed given to and received by Lessee when Lessor posts such notice
173 on the door of Lessee's Premises.

174 **17. NO WAIVER.** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements
175 and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment
176 of Lessor's rights including, but not limited to, Lessor's right to enforce any such term, covenant, agreement or
177 condition, but the same shall continue in full force and effect.

178 **18. GOVERNING LAW; SEVERABILITY.** The laws of the State of Mississippi shall govern the interpretation,
179 validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or
180 unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected
181 thereby.

182 **19. TIME OF THE ESSENCE.** Time is of the essence as to all dates, times and deadlines stated herein, unless
183 otherwise noted.

184 **20. EQUAL HOUSING OPPORTUNITY.** In accordance with the federal Fair Housing Law, it is illegal to block
185 bust or to discriminate against any person because of race, color, religion, sex, handicap, familial status or national
186 origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing
187 of housing or in the providing of real estate brokerage services.

188 **21. LEAD-BASED PAINT DISCLOSURE.** Residential dwellings **built prior to 1978** may present exposure to
189 lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
190 young children may produce permanent neurological damage, including learning disabilities, reduced intelligence
191 quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant
192 women. Lessors of residential property built prior to 1978 are required to provide lessees thereof with any
193 information on lead-based paint hazards from risk assessments or inspections in lessor's possession and notify the
194 lessee of known lead-based paint or any known lead-based paint hazards in the Premises. Lessors must provide
195 lessees with a federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for
196 possible lead-based paint hazards is recommended prior to rental.

197 **22. BROKERS AND SALESPERSONS; AGENCY RELATIONSHIP.**

198 (A) The Brokers and Salespersons involved in the transaction associated with this Lease are as follows:

199 Listing Agency _____	Listing Agent _____
200 Business Phone _____	Business Phone _____
201 Leasing Agency _____	Leasing Agent _____
202 Business Phone _____	Business Phone _____



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):

214 _____
215 _____
216 _____
217 _____
218 _____
219 _____
220 _____
221 _____
222 _____
223 _____
224 _____
225 _____
226 _____
227 _____
228 _____

229 24. ATTACHMENTS. (Check All That Apply):

- 230 Application
- 231 Lead Based Paint Disclosure
- 232 VA/FHA Disclosures (as required)
- Dual Agency Confirmation
- Mandatory Arbitration Addendum
- Other _____

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

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 _____

