



**THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**

## **RESIDENTIAL LEASE AGREEMENT**

Property Name: **6260 Greenwood Road, Shreveport, LA 71119**

**Date:** \_\_\_\_\_

Country Crossing Apartments, LLC and \_\_\_\_\_ (the "Resident or Residents") are jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease:

**1. Rent and Term:** Country Crossing Apartments hereby leases \_\_\_\_\_ commencing on \_\_\_\_\_, for a total of \_\_\_\_\_ for the full term of the Lease, payable in Monthly installments of \$\_\_\_\_\_ on the **1<sup>st</sup>** day of each and every month, and not later than the 5<sup>th</sup>, in advance, at: **6260 Greenwood Road, Shreveport, LA 71119**. At the time of execution of this Lease the Residents shall tender to Country Crossing Apartments \$\_\_\_\_\_ be held by Country Crossing Apartments which sum constitutes the first month's pro-rated rent of \$\_\_\_\_\_ and a security deposit of \$\_\_\_\_\_. If rent is not paid within Five Days from the due date specified above, or if any rent check is returned unpaid by the bank (**\$50.00 NSF Fee**), a **late charge of \$75.00** will be charged as additional rent, as well as **\$5.00 per day** until FULL payment is received, which may be collected immediately by Country Crossing Apartments. Residents agree to promptly pay the monthly rental installments, without deductions, and to abide by all other terms, covenants, and conditions of this Lease. Residents agree at the expiration of this Lease to peacefully surrender and deliver the leased premises to Country Crossing Apartments.

At the expiration of this Lease Agreement, Resident shall become month-to-month at the rate of **MARKET RENT PLUS \$75.00** per month plus rent of \$\_\_\_\_\_ for a total of \$\_\_\_\_\_ each month until Resident renews Lease Agreement or furnishes Country Crossing Apartments with a (30) day written notice of intent to vacate.

Resident agrees that rent monies will not be considered paid until Country Crossing Apartments actually receives the rent monies, either by mail or by delivery to the above address. Resident placing rent monies in the mail is not sufficient for rent to be considered paid and rent will be considered unpaid until actual receipt thereof.

If there are multiple Residents signed to this Lease, all such Residents are jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Resident shall be no bar to an action against other Residents.

### **2. Security Deposit:**

The Security Deposit, in the sum of \$\_\_\_\_\_ shall secure the performance of Resident's obligations pursuant to the terms of this Lease. The handling of said deposit shall be in accordance with L.R.S. 9:3251, et seq. and the Rules and regulations of the Louisiana Real estate Commission. Notwithstanding anything set forth herein to the contrary, in the event of a default hereunder, resident's Security Deposit shall be forfeited. All Security Deposits received by Resident on behalf of Country Crossing Apartments shall be held in a Security Deposit Trust Account in a national or state institution qualified to engage in the banking or trust business in the State of Louisiana, which account shall be separate from Country Crossing Apartments' personal or operating accounts. However, Country Crossing Apartments will not be held liable for the reimbursement of the Security Deposit in the event of bankruptcy or failure of a depository. The deposit shall be handled in accordance with L.R.S. 9:3251, et seq. (Lessee's Deposit Act). On the date the lease commences, Resident shall provide agent with a written statement of the condition of the premises as of the date the lease commences.

### **3. Nature of Occupancy:**

The Resident agrees to use property solely as a personal residence, excluding all other uses. As a special consideration and inducement for the granting of this Lease by Country Crossing Apartments to the Resident, the personal residence described above shall be used and occupied only by the members of the Resident's family and/or others, whose names and ages are set forth below:

Occupant Name:

Occupant Name:

Occupant Name:

### **4. Consequences of Breach or Default by Resident:**

Any failure to perform any obligation owed by Resident hereunder shall be deemed a default or breach of this agreement. If Resident, by any act or omission, or by the act or omission of any of the Resident's family or invitees, licensees, and/or guests, violates any of the terms of or conditions of this Lease or any other documents made a part hereof by reference or attachment, Resident shall be considered in breach of this Lease (breach by one Resident is considered breach by all Residents where Resident is more than one person.)

In case of such breach, Country Crossing Apartments may deliver a written notice to the Resident in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate in not less than thirty (30) days after receipt of the notice unless the breach is remedied within thirty (30) days of the notice. If the breach is not remedied within a reasonable time not in excess of thirty (30) days, the Lease Agreement shall terminate and the Resident shall surrender possession as provided in the notice.

However, if the breach by the Resident is a **nonpayment of rent**, Country Crossing Apartments shall not be required to deliver a thirty (30) day written notice as provided above. In such an event, Country Crossing Apartments may serve Resident with a five (5) day written notice

of termination, whereupon the resident must pay the unpaid rent in full or surrender possession of the premises by the expiration of the five (5) day notice period.

Furthermore, the Resident may be terminated with a three (3) day written notice from Country Crossing Apartments if the Resident has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety of other residents, neighbors, and/or employees of Country Crossing Apartments.

Resident expressly agrees and understands that upon early termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **accelerate**, whereby the entire sum shall become immediately due, payable, and collectable. Country Crossing Apartments may hold a portion of Resident's Security Deposit remaining after cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

#### **5. Delivery of Notices:**

Any giving of notice under this Lease or applicable Louisiana law shall be made by Resident in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is highly recommended. Delivery by mail shall not be considered complete until actual receipt by Country Crossing Apartments.

Any notices from Country Crossing Apartments to Resident shall be in writing and shall be deemed sufficiently served upon Resident when deposited in the mail addressed to the leased premises, or addressed to the leased premises, or addressed to the Resident's last known post office address, or hand delivered, or placed in the Resident's mailbox. If Resident is more than one person, then notice to one shall be sufficient as notice to all.

#### **6. Utilities:**

Resident will provide and pay for the following utilities: (X) Electric (X) Telephone (X) Cable

Country Crossing Apartments will provide and pay for the following utilities: (X) Water (X) Sewer (X) Garbage Pick-Up

Resident shall be responsible for contacting and arranging for any utility service not provided by Country Crossing Apartments, and for any utilities not listed above. Resident shall be responsible for having same utilities disconnected on the day Resident delivers the leased premises back unto Country Crossing Apartments, upon termination or expiration of this Lease.

#### **7. Notice of Intent to Surrender:**

Any other provision of this Lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the terms of this Lease as noted under the heading RENT AND TERM above, Resident shall give written notice to Country Crossing Apartments of Resident's intention to surrender the residence of this Lease term. If said written notice is not timely given, the Resident shall become month-to-month as defined by applicable Louisiana law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed by written agreement of Country Crossing Apartments and Resident.

If Resident becomes a month-to-month resident in the manner described above, Resident must give a thirty (30) day written notice to Country Crossing Apartments of Resident's intent to surrender residence. At any time during a month-to-month residency, Country Crossing Apartments may terminate the month-to-month Lease by serving Resident with a written notice of termination, or by any other means allowed by applicable Louisiana law. Upon termination, Resident shall vacate the premises and deliver same unto Country Crossing Apartments on or before the expiration of the period of notice.

#### **8. Obligations and Duties of Country Crossing Apartments:**

Country Crossing Apartments shall:

- A. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- B. Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the Lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Resident or those present with the Resident's knowledge or permission.

#### **9. Obligations and Duties of Resident:**

Resident shall:

- A. Keep that part of the premises he or she occupies and uses as clean and as safe as the condition of the premises permits;
- B. Dispose from the residence all ashes, rubbish, garbage, and other waste in a clean and safe manner in compliance with community standards;
- C. Keep all plumbing fixtures in the residence as clean as their condition permits;
- D. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the premises;
- E. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any other person to do so;
- F. Conduct himself or herself and require other persons on the premises with his or her consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their premises;
- G. Maintain the condition of the front yard, backyard, and the driveway, unless stipulated otherwise;
- H. Inform Country Crossing Apartments of any condition of which he or she has actual knowledge that may cause damage to the premises;
- I. To the extent of his or her legal obligation, maintain the residence in substantially the same condition, reasonable wear and tear expected, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- J. Not engage in any illegal activity upon the leased premises or otherwise as documented by a law enforcement agency;

#### **10. Furniture:**

Country Crossing Apartments prohibits Residents from placing indoor furniture (such as sofa, televisions, bedding, etc.) outdoors, unless Resident is disposing of items on heavy pick-up day.

**11. No Assignment:**

Resident expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Resident without the prior written consent of Country Crossing Apartments.

**12. Renter's Insurance:**

Country Crossing Apartments shall not be liable to Resident, Resident's family, or Resident's invitees, licensees, and/or guests for damages nor proximately caused by Country Crossing Apartments. Country Crossing Apartments will not compensate Resident or anyone else for damages proximately caused by any other source whatsoever, or by Acts of Nature, and Resident is therefore strongly encouraged to independently purchase insurance to protect Resident, Resident's family, Resident's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

**13. Condition of Leased Premises:**

Resident hereby acknowledges that Resident has examined the leased premises prior to the signing of the Lease, or knowingly waived said examination. Resident acknowledges that Resident has not relied on any representation made by Country Crossing Apartments regarding the condition of the leased premises and that Resident takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Louisiana law.

Residents shall provide Country Crossing Apartments written notice of any defects in the leased premises within five (5) days of taking occupancy. In the event residents fail to so notify Country Crossing Apartments, Residents shall be deemed to have accepted the leased premises in their present condition, waiving all claims for defects or otherwise. Residents also have examined all appliances and furnishings in the leased premises. Residents agree at the termination of the Lease to return the leased premises, furnishings and appliances to Country Crossing Apartments in the same condition normal wear and tear accepted.

**14. Occupancy and Assignment:**

No more than **3** person(s) may occupy the premises and Residents agree to use the premises for residential purposes only. Residents understand and agree that these limitations on occupancy and use of the leased premises are a material inducement for the granting of this Lease by Country Crossing Apartments to the Residents. Residents promise and agree not to transfer or assign this Lease, nor sublet the leased premises or any portion thereof, without the prior written consent of Country Crossing Apartments. Any such assignment without the proper written consent of Country Crossing Apartments shall be void. In the event such consent is given, any assignee or sublease must agree in writing that the premises will be returned to Country Crossing Apartments in the same condition as at the commencement of this Lease, normal wear and tear accepted, and that certain charges may have already been applied to the Security Deposit. Residents agree to look only to the assignee or sublease for reimbursement of the Security Deposit prior to the termination of this Lease. Residents and assignee or sublease agree that their liability under this Lease shall be joint and several.

**15. Pets:**

Pets (MAY X) or (MAY NOT ) be kept by residents on the leased premises.

**16. Abandonment:**

In the event Residents vacate or abandon the leased premises prior to the termination of this Lease, Residents expressly authorize Country Crossing Apartments, at their option, to re-enter and re-rent the leased premises for the benefit of the Residents, without effecting a termination of the Lease, and apply any rent received as a result of that renting to the amounts due to Country Crossing Apartments from the Residents under the Lease. However, it is expressly understood and agreed by Residents that they are still obligated to pay for the **full term** of the Lease.

**17. Rules and Regulations:**

Residents agree to comply with the reasonable rules that Country Crossing Apartments deems desirable or necessary for the protection of the leased premises. Any breach of the rules shall be considered a breach of this Lease and shall permit Country Crossing Apartments to terminate this Lease pursuant to Paragraph. 4. Residents further agree to abide by all applicable laws and police, fire, and sanitary regulations of any government entity and failure to do so shall constitute a breach of this Lease.

**18. Entry by Country Crossing Apartments:**

Residents expressly agree to permit Country Crossing Apartments or its agents to enter the leased premises, including storage areas, upon reasonable notice, at any reasonable time for the purpose of inspection, repair, or maintenance of the leased premises. Residents expressly agree to permit Country Crossing Apartments or its agents to enter the leased premises upon twenty-four (24) hours advance notice for purposes of showing the leased premises to any prospective resident or buyer. Residents also agree to keep the premises in a reasonably clean condition if Country Crossing Apartments is showing the premises.

**19. Notice of Injury:**

In the event that Residents, any member of their household or their guest have suffered personal injury, property damage, or any related claim, Residents shall notify Country Crossing Apartments in writing within TWENTY-FOUR (24) HOURS of the happening of the event which informs Country Crossing Apartments of any such claim. The failure to give such notice shall relieve Country Crossing Apartments and its agents and employees from any and all liabilities for such claim.

**20. Country Crossing Apartments Right to Mortgage:**

Resident agrees to accept the premises subject to and subordinate to any existing or future mortgages or lien, and Country Crossing Apartments reserves the right to subject the premises to same. Resident agrees to and hereby irrevocably grants Country Crossing

Apartments power of attorney for Resident for the sole purpose of executing and delivering the name of the Resident any documents related to Country Crossing Apartments' right to subject the premises to a mortgage or lien. Resident agrees that his Lease shall be subordinate to any secure lien of mortgage and agrees to execute any document to that effect required by Country Crossing Apartments.

**21. Delay in Repairs:**

Resident agrees that if any repairs to be made by Country Crossing Apartments are delayed by reasons beyond Country Crossing Apartments' control, there shall be no effect on the obligations of the Resident under this Lease.

**22. Resident's Property:**

Upon termination of the Lease or upon the vacating or abandonment of the leased premises by the Residents, any personal property left by the Resident on the leased premises or surrounding area will be considered abandoned property. Residents agree that Country Crossing Apartments may immediately remove abandoned property and place it in storage at Resident's expense and may dispose of such property in any way Country Crossing Apartments deems proper after the expiration of thirty (30) days from the date of termination, vacation, or abandonment of the premises. Under no circumstances shall Country Crossing Apartments incur any liability for the loss or damage to such abandoned property.

**23. Attorney's Fees:**

In the event the Residents violate the terms of this Lease, or default in the performance of any covenants in the Lease, and Country Crossing Apartments engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Residents based upon such violation or default, Residents shall be liable to Country Crossing Apartments for the cost and expenses incurred in enforcing this Lease, including reasonable attorney's fees and costs. In the event the Residents bring any action against Country Crossing Apartments pursuant to this Lease, and Country Crossing Apartments prevails, Residents shall be liable to Country Crossing Apartments for costs and expenses of defending such action, including reasonable attorney's fees and costs.

**24. Destruction of Premises:**

In the event said premises are rendered totally uninhabitable by fire or other casualty, or in the event the building of which the demised premises are a part (whether or not the demised premises are affected) be so damaged or destroyed and not rebuilt, this Lease shall cease and the rent provided herein shall be paid up to the date of such injury or damage. If the leased premises shall be partially destroyed or damaged by fire or other casualty, not arising from fault or negligence of Residents, Country Crossing Apartments shall repair the same with reasonable diligence after notice of such destruction or injury. The rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until said premises have been duly repaired and restored.

**25. Governing Law:**

This Lease is governed by the statutory and case law of the State of Louisiana.

**26. Lead-Based Paint Disclosure:**

☐ The leased premise was constructed in 1978 or later.

☒ The leased premise was constructed prior to 1978. Country Crossing Apartments has conformed to all federal requirements regarding lead-based paint disclosure.

**27. Megan's Law Notice:**

The Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required by law to register pursuant to LSA-R.S. 15:540 et seq. This database can be accessed at [www.lasocpr.lsp.org/socpr/](http://www.lasocpr.lsp.org/socpr/), and it contains addresses, pictures, and conviction records for registered offenders. Information is also available by phone at 1.800.858.0051 or 1.225.925.6100 or mail at P. O. Box 66614 Mail Stop # 18, Baton Rouge, Louisiana 70896. You may also e-mail State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.

**28. Additional Provisions are: NO SATELLITE DISHES ALLOWED AND NO PETS ALLOWED!!**

WHEREFORE, the parties hereto have executed this Residential Lease Agreement on \_\_\_\_\_

\_\_\_\_\_  
- LESSEE SIGNATURE

\_\_\_\_\_  
- LESSEE SIGNATURE

\_\_\_\_\_  
Tanya Johnson - PROPERTY MANAGER