

Rental Application

PLEASE ANSWER ALL QUESTIONS IN FULL. IF THE ANSWER IS NONE, WRITE "NONE" ALL PERSONS, EXCEPT DEPENDENT CHILD TO OCCUPY THE APARTMENT/HOUSE/BUSINESS MUST SIGN THIS APPLICATION.

Name _____ Age _____ Social Security No. _____ Dr.Lic# _____ St. _____

Spouse Name _____ Age _____ Social Security No. _____ Dr.Lic# _____ St. _____

Statuses: Married _____ Single _____ Widow(er) _____ Divorced _____ Seperated _____

No. of Children _____ Name(s) _____ Age(s) _____ Name _____ Age _____

Name _____ Age _____ Name _____ Age _____

Other Person(s) to Occupy Apt/House or Business _____ Age _____ Relationship _____

Present Address _____ City _____ State _____

Length of Residence _____ Rent per Month\$ _____ Phone _____

Present Landlord _____ Landlord's Phone _____

Reason for Leaving _____ Notice Given (circle) YES NO

Previous Address _____ City _____ St. _____ Length of Residence _____

Present Employer(Company) _____ Position _____

Employer's Address _____ City _____ St. _____ Ph _____

Immediate Supervisor _____ Length of Employment _____ Earnings\$ _____

(circle) Weekly or Monthly *If present employment is less than one year Please list*

Previous Employment _____ Position _____

Address _____ City _____ St. _____ Phone _____

Spouse's Present Employer _____ Position _____

Address _____ City _____ St. _____ Phone _____

Length of Employment _____ Subject to be transferred (circle.) Yes or No Earnings\$ _____ (circle) Weekly or Monthly

Name of Bank _____ City _____ St. _____

Three Active Credit References:

Name _____ Address _____ Ph. _____

Name _____ Address _____ Ph. _____

Name _____ Address _____ Ph. _____

Have you ever been refused Credit or a Loan? (circle) Yes or No

Vehicle: Make _____ Color _____ Yr. _____ Plate# _____ (circle) Own or Finance

Vehicle: Make _____ Color _____ Yr. _____ Plate# _____ (circle) Own or Financed

If Financed, Where? _____

Your Parents _____ Address _____ Ph. _____

Spouse's Parents _____ Address _____ Ph. _____

In Case of Emergency Notify:

Name _____ Address _____ Ph. _____

Family Doctor _____ Address _____ Ph. _____

Have you ever been evicted or requested to vacate an apartment/house? (circle) Yes or No

If so, Where? _____ Have you ever been garnished? (circle) Yes or No

If so, By Whom? _____

All the above statements are true, and any false statement shall be considered grounds for rejection.

Applicant Signature _____ **Date** _____

APPLICATION DEPOSIT ENSURES THAT AN APARTMENT IS HELD FOR YOU AND WILL NOT BE AVAILABLE TO ANYONE ELSE, DEPOSITS NOT REFUNDED IF YOU DO NOT OCCUPY APPARTMENT, OR HOUSE

_____ **DO NOT WRITE BELOW THIS**
LINE _____

To be filled in by manager

Unit No.# _____ Rental per Mo. \$ _____

Date rent starts _____ Deposit Required\$ _____ Date _____

Manager Signature _____ **Date** _____

Deposit Received By _____ Rent Received By _____

Rent/Lease Date _____

Parties: _____

(Hereinafter Referred to as Lessor), Hereby Leases

TO: _____

(Hereinafter Referred to as Lessee) The Following Described Property

PREMISES:

Property _____ Located in West Monroe, La. for use by
Residence only.

TERMS:

This lease is for a term commencing on the _____ day of _____, 20_____.

And ending on the last calendar day of _____.

AUTOMATIC RENEWAL:

If the Lessee, or Lessor desire that this lease terminates at the expiration of its term he must give to the other party written notice at least 30 days prior to that date. Failure to either party to give this notice will automatically renew this lease and all of the expiration of each subsequent term. _____

RENT:

If the lease is made for and in consideration of a monthly rental of \$_____dollars per month, this is payable in advance on or before the _____day of each month at _____.

If the rent is paid by the 1st of the month, Lessee shall be entitled to a deduction of \$_____dollars per month. Rental payment that is not received by the 5th of each month shall be considered delinquent. On the 7th day of the month the rent then **DOUBLES** on a daily basis, this is calculated on a 30-day ratio, and is due until the balance of the delinquency is satisfied. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay as additional sum of \$20.00 as a penalty. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of the Lessor. Lessor acknowledges receipt from Lessee of the sum of \$_____dollars which is pro-rated rental for 30 days from the date of commencement of this lease to the following month. _____

SECURITY DEPOSIT:

Upon execution of this lease, Lessee agrees to deposit with the Lessor, the receipt of which is hereby acknowledgment, the sum of \$_____ (security) _____ (percent). The deposit, which is non-interest bearing, is by Lessor as security for full and faithful performance of all terms and conditions of this lease.

This security deposit is not an advance rental and Lessee may not deduct any portion of the deposit from the rent due to Lessor. This security deposit is not to be considered in cases of liquidated damages. In the event of forfeiting the said security deposit, Lessee shall be entitled to return of the said security deposit within 45 days but not before 30day after the lease termination date, provided said leased premises are returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only to normal wear and tear and after all keys are surrendered to Lessor. Lessee agrees to deliver the premises broom clean and free of trash at the termination of the lease, The following charges will be made for the cleaning: General Appearances Cleaning fee \$55.00, Cleaning Refrigeration \$25.00, Cleaning Stove \$25.00, and Carpet Cleaning \$200.00. In the event of any damage to the leased premises or equipment, with acceptance of reasonable wear and tear is expected, but not caused by the Lessee. Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises or equipment that may be damaged beyond repair, lost or missing at the termination of the lease and for which Lessee has been billed. Deductions will also be made to cover any unpaid amounts owed to Lessor for any such damage or such cleaning charges that exceed the amount of the said security deposit. Notwithstanding any other provisions expressed or implied herein, it is specially understood and agreed that the entire security deposits aforesaid shall be automatically forfeited as liquidated damages. Should Lessee vacate or abandon the premises before the expiration of this lease, except where such abandonment occurs during the last month of the lease, Lessee 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 provision. _____

PRIMARY:

The leased premises shall be occupied by the following OCCUPANTS ONLY:

PETS:

NO PETS allowed to live on the premises at any time. However, this provision shall not preclude Lessor from modifying any lease to allow pets by mutual written agreement between Lessor and Lessee. Pets found on the premises not in agreement with the above stipulation will enact an additional amount on the monthly rent \$75.00 per month until stipulation is in agreement. There will be a \$200.00 non-refundable fee per pet. _____

SUB LEASE:

Lessee is not permitted to post any “FOR RENT” signs, rents, sublet or grant use of possession of the leased premises without the written consent of the Lessor and then only in accordance with the lease. _____

ASSIGNMENT LISTING:

Lessee shall NOT have the right to transfer this lease, without the written consent of Lessor, which consent will not be unreasonably withheld. _____

DEFAULT FOR ABANDONMENT:

Should the Lessee fail to pay rent or any other charges arising under this lease promptly as stipulated, should the premises be abandoned (it being agreed that absence of Lessee from the leased premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment by Lessee) or should Lessee begin to remove furniture or any substantial portion of Lessee’s lien, or should voluntary bankruptcy proceedings be commenced for or against Lessee, Lessee shall make assignments for the benefit of creditors, then in any of said events, Lessee shall be ipso facto in default and the rent for the whole of the un-expired term of the lease together with the attorney’s fees shall immediately become due. However, Lessor may proceed by one of more times for past due installments without prejudice his rights to proceed later for the sums due for the remaining term of the lease. Similarly, in the event of an such default, Lessor retains the cancellation for an eviction. Lessee is obligated to pay any and all rent due and owing through the last day said premises are occupied. Lessee is obligated to pay any eviction cost. _____

OTHER VIOLATIONS 7 NUISANCE:

Should the Lessee at any time violate any conditions of the lease, other than the conditions provided for in the immediately preceding paragraphs under the heading “Default and Abandonment” or should the Lessee discontinue the use of the premises for the purpose 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 such as being boisterous or disorderly, CREATING UNDUE NOISE, disturbances or nuisance of any nature or kind, engaging in any unlawful or immoral activities, or failure to abide by the rules and regulations specified below and should such violation either continue for a period of five days after written notice has been given Lessee, such notice desist, from such activity or disturbance, then Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole unexplored term of the lease which shall at one become due and eligible or to immediately cancel this lease and obtain possession of the premises by giving Lessee written notice to vacate the premises in accordance with the provisions of Article 4701 – 1705 of Louisiana Code of Civil Procedure. _____ (see copy of notice of waiver)

RULES AND REGULATIONS:

Lessee acknowledges receipt of a copy of the rules and regulations which are attached to and they form a part of this lease. Lessee agrees to comply with all such rules and regulations and with all reasonable rules and regulations hereafter adopted by the Lessor and posted in or about the apartment complex and /or mailed or delivered to Lessee.

WARRANTY:

Lessee warrants that the leased premises are in good condition during the term of the lease at his expense and return them to Lessor in the same condition at the termination of the lease date, normal wear and tear expected. OCCUPANCY should Lessee be unable to obtain occupancy on the date of the beginning of the 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. Should the property or material damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessor, the 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 a swimming pool. _____

ADDITIONS & ALTERATIONS:

Lessee shall NOT make any additions or alterations to the premises without written permission. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary to the preservation of the property. Any additions made to the property by the Lessee shall become the property of the Lessor at the termination of the lease unless otherwise stipulated herein. No holes shall be drilled, painted over and no papering of walls is allowed. No waterbeds, no foil on windows, and no hurricane tape will be allowed to stay in windows after danger is over. _____

LIABILITY / INSURANCE:

The Lessee is required to provide renters insurance, the Lessor's insurance does not cover Lessee's property or contents for loss or damage. If any employee of Lessor renders any other services (such as parking, washing, or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises package delivery, or any other service) for or at the request of resident, his family, employees or guest arranged for such service, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services. Lessee assumes responsibility for the condition of the premises, Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequence of the Sheriff's Office or Police Dept, except in the case of positive neglect damage thereby. Should Lessee fail to promptly notify the Lessor, in writing, of any such

defects, Lessee will become responsible for any damage(s) resulting to Lessor or other parties. Lessee hereby releases, relieves, and holds Lessor not to blame for any person making use of said pool through the permission of the Lessee. Lessee further agrees not to use or permit the use of alcoholic beverages within the swimming pool and other public areas. No children under the age of twelve years will be allowed in or about the swimming pool area unless accompanied by an adult. _____

SIGNS & ACCESS:

Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at all times. Lessee will allow all parties authorized by Lessor to visit the premises at reasonable hours in view of buying said property or in view of renting for 30 days prior to the expiration of this lease. Lessee will also permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals between the hours of 8:00 a.m. and 8:00 p.m.

ATTORNEYS:

Lessee further agrees that if an attorney is employed to protect the rights of the Lessor hereunder, Lessee will pay the fee of such attorney. Such fee is hereby 25% (twenty-five percent) of the amount claimed or a minimum of \$250.00, whichever is greater. Lessee further agrees to pay all Court Cost and Marshal or Sheriff's charges if any notice cost are charged by Lessor. _____

OTHER:

The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, shall not constitute or be construed as waiver or relinquishment of the Lessor's right thereafter to enforce any such terms covenant agreement and condition, but the same shall continue in full force and effect as is. It is understood that the terms "Lessor" and "Lessee" are used in the agreement and they shall include the plural and shall apply to persons both male and female. All obligations of Lessee are several and in solido. This lease, whether or not recorded, shall be junior and suborning to any mortgage hereby placed by the Lessor on the entire property of which the leased premises form a whole or part. If during the term of this lease, or any renewal hereof, either the real estate taxed or the utility cost or both, should increase above the amount being paid on the lease premises at the exception of this lease, the Lessee agrees to pay his proportionate share of such increase and any successive increases. Such payment or payments by Lessee shall be due monthly as increased rent throughout the remainder of Lessee's occupancy; and such sums may be withheld from Lessee's security deposit if not fully paid at the time Lessee vacated the premises. A 30-day notice will be given to Lessee before any increase is made. A temporary visitor is one who inhabits the property for more than five (5) days. _____

WAIVER OF NOTICE:

Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives to vacate the premises prior to institution of eviction proceeding in accordance with La CCP Article 4701 paragraph 3. _____

LOUISIANA CODE OF CIVIL PROCEDURES

Art. 4701 TERMINATION OF LEASE; NOTICE TO VACATE; WAIVER OF NOTICE

When Lessee's right of occupancy has ceased because of the termination of the lease by expiration of its term, action by the Lessor, nonpayment of rent, or for any other reason, and the lessor wishes to obtain possession of the premises, the Lessor or his agent shall cause written notice to vacate the premises to be delivered to the lessee. The notice shall allow the Lessee not less than five days from the date of its delivery to vacate the leased premises.

If the lease has no definite term the notice required by law for its termination shall be considered as notice to vacate under this Article. If the lease has a definite term, notice to vacate may be given not more than thirty days before the expiration of the term.

A Lessee may waive the notice requirements of this Article by written waiver contained in the lease, in which case, upon termination of the Lessee's right of occupancy for any reason, the lessor or his agent may immediately institute eviction proceedings in accordance with Chapter 2 Title XI of the Louisiana Code of Civil Procedure.

WAIVER CONDITIONS:

The Lessor hereby provides the Lessee with written notice that once the Lessee has vacated the residence, the Lessee is forbidden from returning to the Lessor's property and that any violation of this notice shall cause the Lessor to seek prosecution for Criminal Trespass as provided in LSA R.S. 14:63.3 and any concurrent city /parish criminal statutes. Also, the Lessee understands that he/she or any other tenants or persons who assist the evicted Lessee in returning to the premises can be prosecuted under 14:63.4 which specifically prohibits the aiding and abetting of others to enter or remain on premises after being forbidden.

CHEMICALS ON PROPERTY:

Lessee shall be responsible for the insecticides, and their application for the control of insects, and pests, with strict sanitary coded observed. _____

SPECIAL NOTICE:

RE: SEX OFFENDER NOTIFICATION

Act 178 of The 2001 Regular Legislative Session

Act 178 of the 2001 Regular Session became effective on August 15, 2001, relative to written agreements and contracts that are entered into on or after January 1, 2002.

- A. Every written lease or rental agreement executed by a licensee for residential immovable property and every written contract for sale of residential immovable property shall contain a notice of the availability to the public of access to a statewide database disclosing the locations of individuals required to register pursuant to R.S. 15:540 et seq. (registered sex offenders). The notice shall include the telephone number and Internet site for the statewide database.**
- B. Upon delivery of the notice to the Lessee or transferee of the residential immovable property, the Lessor, seller, broker, or licensee is not required to provide any information in addition to that contained in the notice regarding the proximity of registered sex offenders and information from the database regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender or other parties to the transaction.**
- C. This Section shall apply only to written agreements and contracts that are entered into by the parties on or after January 1, 2002.**

Under the guidelines of "Megan's Law" Act 178 of the 2001 Regular Legislative Session, THE LESSEE AGREES TO NOTIFY THE LANDLORD OF ANY OFFENSE OR ASSOCIATION TO AN OFFENSE PERTAINING TO THIS LAW. THE LANDLORD RESERVES THE RIGHT TO ACCEPT OR REJECT LESSEE'S REQUEST OF OCCUPANCY. _____

ABANDONED VEHICLES:

Any vehicles left abandoned or inoperable for more than 30 days will be removed at the owner's expense. _____

ENTRY:

LESSOR RETAINS THE RIGHT TO ENTER THE HERE-TO-FORE DESCRIBED PROPERTY FOR INSPECTION AND IMPROVEMENTS AT LESSOR'S DISCRETION. LESSEE AGREES NOT TO HAVE ANY ILLEGAL CONTRABAND ON PREMISES FOR DISTRIBUTION OR PERSONAL USE. IF LESSOR DETECTS ANY SUCH CONTRABAND, THE LESSEE WILL RELINQUISH ALL RIGHTS TO HERE-TO-FORE DESCRIBED PROPERTY AND BALANCE OF RENT WITH EVICTION IMMEDIATELY. _____

UTILITIES:

During the initial and any successive term of this lease, Lessee agrees to pay a pro rata' of utilities including water, lights, electricity, sewage, and gas. Whatever share shall be calculated by using the percent square footage leased to the Lessee and the total square footage of property less and except any portion of the property that is on a separate meter by other Lessees. The utility cost shall be calculated within ten (10) days after receipt of utility statement of the utility furnished to the Lessee by the Lessor. The balance of the utility bill shall be paid within ten (10) days of the time notice by the Lessee to the Lessor. Should it become evident that there is a theft of electricity

by tampering with the meter and a theft of electricity is confirmed, the Lessor will press criminal charges. _____

*** To comply with guidelines established by the Federal Government, to the best of our knowledge, there is no Mold or inhalants associated with any Mold by products inside or outside of any properties belonging to us. ***

*** To comply with guidelines established by the Federal Government, to the best of our knowledge, there is no lead-based paint inside or outside of any properties belonging to us. ***

*** To comply with guidelines established by the Federal Government, to the best of our knowledge, there is no formation of Radon gasses in or under any properties belonging to us. ***

OTHER CONDITIONS:

To comply with the Literacy proposition the Landlord or manager must read and explain this agreement.

Lessee

Signed in the presence of the following competent witnesses in _____
Louisiana, the _____ day of _____.

20_____

Lessee's nearest relative, address, and phone number

Lessee's Driver's License & Social Security #