

LEASE

(This is intended to be a legally enforceable contract. Seek legal advice if desired.)
PLEASE READ CAREFULLY BEFORE SIGNING!

1. THIS LEASE is entered into on the _____ day of _____, 20____, by and between _____ (the "Landlord"), and _____ (the "Tenant"). Landlord does hereby lease to Tenant, and Tenant does hereby rent from the Landlord, the Premises as described as _____ (the "Premises"). Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the Term. The other authorized occupants of the Premises, in addition to the Tenant, are _____

2. TERM: The term of this Lease ("Term") is for a period commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.

3. RENT: Tenant agrees to pay to Landlord the total sum of \$_____, in monthly installments of \$_____ due and payable on the 1st day of each month beginning _____, 20____. If the Term starts on a day other than the first calendar day of a month, rent for the first month shall be prorated on a daily basis and shall be payable on _____, 20____. If Tenant fails to vacate the Premises at the end of the Term, Landlord shall have the right to treat Tenant as a holdover tenant, in which event Tenant shall be liable for double rent during the period Tenant occupies the Premises.

4. LATE CHARGES; RETURNED CHECK CHARGES: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 14. The Landlord may collect a fee of \$_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

5. SECURITY DEPOSIT: The Tenant has deposited \$_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the Security Deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the Security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 14, unless the tenant was unable to give the notice for reasons beyond his/her control.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- c. The Landlord will refund to the Tenant the amount of the Security Deposit plus interest computed at _____ %, beginning _____, less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 4; and
 - (4) charges for unreturned keys, as described in paragraph 10.
- d. The Landlord agrees to refund the amount computed in paragraph 5 (c) within _____ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 18

6. UTILITIES: [_____] If this space is initialed by Landlord and Tenant, Landlord shall supply the Premises with water, sewer, electricity and gas in reasonable amounts.

[_____] If this space is initialed by Landlord and Tenant, Landlord shall not supply the Premises with water, sewer, electricity or gas, and Landlord agrees that the rent has been reduced in the amount specified by the Mississippi Development Authority as part of the Mississippi Small Rental Assistance Program.

7. CONDITION OF PREMISES:

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.

- b. The Tenant agrees to:
 - (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface damage or remove any part of the unit, common areas, or project grounds;
 - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
 - (6) remove garbage and other waste from the unit in a clean and safe manner; and
 - (7) not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (8) keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (9) not obstruct or cover the windows or doors;
 - (10) not leave windows or doors in an open position during any inclement weather;
 - (11) not hang any laundry, clothing, sheets, etc. from any window, rail, or porch, or balcony, not air or dry any of same within any yard area or space.
 - (12) keep all air conditioning filters clean and free from dirt;
 - (13) keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair, and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

8. RESTRICTIONS ON ALTERATIONS: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide

accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

9. USE OF PREMISES: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the Landlord will allow the Tenant to keep an animal needed as a reasonable accommodation to the Tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph or similar device, television or musical instrument at a level which will not disturb the neighbors.

10. KEYS & LOCKS: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Lease ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ _____ for each key not returned.

11. TENANT'S PROPERTY: All property belonging to Tenant located in or about the Premises shall be there at the sole risk of Tenant, and Landlord shall not be liable for any theft or damage thereto.

12. ACCESS BY LANDLORD:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgent situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (1) The tenant agrees to permit the Landlord, his/her agents or other persons,

when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

(2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

c. If the Tenant moves before this Lease ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

13. **DISCRIMINATION PROHIBITED:** The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

14. **TERMINATION OF TENANCY:**

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.

b. Any termination of this Lease by the Landlord must be carried out in accordance with State and local law, and the terms of this Lease.

c. The Landlord may terminate this Lease for the following reasons

(1) the Tenant's material noncompliance with the terms of this Lease;

(2) the Tenant's material failure to carry out obligations under the Mississippi Residential Landlord and Tenant Act (Mississippi Code Section 89-8-1, et seq.);

(3) drug related activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

(4) determination made by the Landlord that a household member is illegally using a drug;

(5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(6) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

(7) if the tenant is fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under

the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

- (8) if the Tenant is violating a condition of probation or parole under Federal or State law;
- (9) determination made by the Landlord that a Tenant or household member's abuse or pattern of abuse of alcohol or other substances threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) if the Landlord determines that the Tenant, any member of the tenant's household, a guest or another person under the Tenant's control has engaged in criminal activity, regardless of whether the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has been arrested or convicted for such activity.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, interfere with the management of the project, or (c) have an adverse financial effect on the project; (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the Tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of income, wage, and claim information); and (4) non-payment of rent or any other financial obligation due under the Lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.
- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local Law. All termination notices must:

- (1) specify the date this Agreement will be terminated;
 - (2) state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - (3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and;
 - (4) advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (e).

15. CHANGE IN RENTAL AGREEMENT: The Landlord may, with the prior approval of MDA, change the terms and conditions of this Lease. Any changes will become effective only at the end of the Initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Lease or an amendment to the existing Lease. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Lease, the Landlord may require the Tenant to surrender the Premises and move from the project.

16. ABANDONED PROPERTY: Any property Tenant leaves on the Premises after the Term shall be deemed to have been abandoned, and Landlord may remove and dispose of same. Tenant waives any claim against Landlord for Landlord's disposal of such property.

17. ATTORNEYS FEES; INTEREST: If Landlord employs an attorney or a collection agency following Tenant's default, Tenant agrees to pay all reasonable attorneys fees, collection agency fees and/or any other costs incurred by Landlord to enforce this Lease. Any amounts payable by Tenant which are not paid when due shall bear interest from the due date thereof until paid at _____ percent interest per annum.

18. DAMAGE TO THE PREMISES: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay;

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.
- c. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition,

19. HAZARDOUS MATERIALS: Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

20. HAZARDS: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance.

21. DELAY IN POSSESSION: If Landlord fails to deliver possession of the Premises to Tenant within 30 days after the date specified for the commencement of the Term, Tenant may terminate this Lease. Otherwise, this Lease shall continue, and Tenant shall take possession of the Premises and the term shall commence as soon as same is ready for occupancy. Landlord shall not be liable to Tenant for Landlord's failure to deliver possession of the Premises.

22. SUBORDINATION: This Lease shall be subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Premises.

23. SURRENDER OF PREMISES: Upon expiration of the Term of the Lease, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear and damages by the elements excluded.

24. INDEMNIFICATION: Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, or agents, or to any person entering the Premises or the building of which the Premises are a part or to goods or to personal property in the Premises, and Tenant hereby agrees to indemnify, defend, hold Landlord harmless from any and all claims and causes of action relating thereto of every kind and character.

25. PENALTIES FOR SUBMITTING FALSE INFORMATION: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal and State Law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

26. LEAD WARNING DISCLOSURE: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE:

Landlord initials: _____

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Tenant initials: _____

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
 _____ Known lead-based paint and/or lead-based paint hazards are present in the Premises
 (explain): _____
 _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- (b) Records and reports available to the Landlord (check one below):
 _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):

 _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.
 Tenant's Acknowledgement (Initial) _____
- (c) Tenant has received copies of all information listed above (initial) _____
 (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.
 Tenant's Acknowledgement (Initial) _____
- (e) Landlord has informed the Tenant of the Landlord's obligations under 42 USC Section 4852 (d) and is aware of his/her responsibility to ensure compliance.

27. TENANT INCOME VERIFICATION: The Tenant must promptly provide the Landlord with any letter or other notice by HUD/MDA to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD/MDA requirements.

28. MODIFICATION: The parties hereby agree that this document contains the entire agreement between the parties and that this Lease shall not be modified, changed, altered, or amended in respect except by a written amendment signed by all of the parties hereto.

29. GENERAL: If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the remaining provisions of this Lease. If this Lease is executed by more than one person as Tenant, all such persons shall be jointly and severally liable for the payment of all sums and the performance of all covenants to be kept by Tenant hereunder. Any person signing this Lease as co-signor guarantees the full and timely payment and performance of Tenant's obligations hereunder. All of the terms of this Lease shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Lease shall be governed by the laws of the State of Mississippi.

30. MISSISSIPPI SMALL RENTAL ASSISTANCE PROGRAM: Landlord has entered into an agreement with the Mississippi Development Authority ("MDA") under the Small

Rental Assistance Program of the MDA Homeowner Assistance Program (the “Program”). The leases between the Landlord and tenants must comply with the Program’s regulations. The Program contains provisions regarding the maximum rent that may be charged on the rental property, tenant eligibility, and nondiscriminatory tenant selection practices. For more information on the MDA Small Rental Assistance Program Property or to report program violations, please contact the Program at smallrental@mississippi.org.

Witness our signatures on the day and year first above written.

- TENANT -

Signature

(Printed Name)

(Address)

Signature

(Printed Name)

(Address)

- CO-SIGNER -

Signature

(Printed Name)

(Address)

- LANDLORD -

By: _____

Title: _____



**Equal Housing Opportunity
We Do Business In Accordance With the Fair Housing Act**

(The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988)

IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, DISABILITY, FAMILIAL STATUS (HAVING ONE OR MORE CHILDREN), OR NATIONAL ORIGIN.

Anyone who feels he or she has been discriminated against should send a complaint to: U.S. Department of Housing and Urban Development, Assistant Secretary for Fair Housing and Equal Opportunity, Washington, DC 20410.

Landlord initials: _____

Tenant initials: _____