

## RESIDENTIAL LEASE AGREEMENT

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1 **THIS AGREEMENT**, entered into and effective this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
 2 \_\_\_\_\_ hereinafter called  
 3 the Lessor, and \_\_\_\_\_, hereinafter  
 4 called the Lessee, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said  
 5 Lessor does hereby demise and lease to the said Lessee, the premises situated at  
 6 \_\_\_\_\_ City of \_\_\_\_\_  
 7 County of \_\_\_\_\_ State of Mississippi. "Premises" to be used and occupied by  
 8 Lessee and the following occupants only: \_\_\_\_\_  
 9 \_\_\_\_\_, as a private residence, and for no other purpose.

10 1. **TERM.** The term hereof shall begin on \_\_\_\_\_ and continue (check one of the two following alternatives):  
 11  until \_\_\_\_\_ for a total rent of \$ \_\_\_\_\_ dollars; or  
 12  on a month-to-month basis thereafter, until either party shall terminate this lease by giving the other party not less than thirty (30) days  
 13 written notice delivered by certified mail or hand-delivered with receipt.

14 2. **RENT.** Rent shall be \$ \_\_\_\_\_ per month, payable in advance upon the \_\_\_\_\_ day of each month to Lessor  
 15 or its authorized agent at the following address:  
 16 \_\_\_\_\_  
 17 Time is of the essence. In the event rent is not paid within \_\_\_\_\_ days after due date, Lessee agrees to pay a  
 18 late charge of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the monthly rental rate. Lessee further agrees to pay \$ \_\_\_\_\_  
 19 for each dishonored check in addition to all costs of collection, including fees, court costs and reasonable attorney fees.

20 3. **SECURITY DEPOSIT.** A security deposit of \$ \_\_\_\_\_, deposited with \_\_\_\_\_  
 21 upon execution of this Lease shall be refunded to Lessee within forty-five (45) days after Lessee vacates property provided property is  
 22 in the same condition as when leased, excepting normal wear and tear.

23 4. **PETS.** Pets  are  are not allowed on the premises. If Lessor approves pets a pet deposit of \$ \_\_\_\_\_  
 24  is  is not refundable at termination of lease. No pets shall be placed upon the premises without prior written permission from  
 25 Lessor.

26 5. **DEFAULT.** In the event of a default by Lessee, Lessor shall not be required to return any part or portion of the security deposit, but the  
 27 Lessor may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage  
 28 sustained by Lessor by reason of Lessee's default. The retention of the security deposit shall not be the only remedy to which Lessor is  
 29 entitled but Lessor shall have all recourse against the Lessee provided by this lease and by law including, but not limited to, summary  
 30 remedies, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney fees and expenses  
 31 incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in recovering possession from Lessee,  
 32 should the service of an attorney be retained by Lessor in so doing.

33 6. **UTILITIES.**  Lessee shall be responsible for deposits and connections of all utility services required on the premises prior to  
 34 occupancy, and shall be responsible for payment of all utility services during term of lease.  
 35  Lessor shall be responsible for \_\_\_\_\_.

36 7. **CONDITION OF PROPERTY.** Lessee stipulates that it has examined the premises, including the grounds and all improvements, and  
 37 that they are, at the time of this lease, in good order, repair and in safe, clean and rentable condition. Taking possession of the premises  
 38 by Lessee shall be conclusive evidence that it received the premises in good condition and without objection. At the expiration or sooner  
 39 termination of this lease, Lessee shall at once peacefully surrender the premises in as good a state and condition as they were in at the  
 40 commencement of this lease, reasonable wear excepted. Upon vacating the premises, Lessee will leave the same in clean and rentable  
 41 condition (except for reasonable wear). Lessor may clean and/or repair the premises and deduct the reasonable expenses thereof from  
 42 Lessee's security deposit. For the purpose of this Clause "reasonable wear" is as determined by Lessor, in its discretion.



- 43 **8. ALTERATION AND IMPROVEMENTS.** Lessee agrees to make no addition, alteration, or improvement, including painting, to the  
44 premises without the prior written consent of Lessor. All additions, alteration and improvements shall be the property of the Lessor  
45 (with the exception of fixtures installed by Lessor or by Lessee with Lessor's permission that are removable without damage to the  
46 premises and moveable personal property), and Lessee shall not be entitled to compensation thereof, nor shall Lessee remove them from  
47 the premises without the written consent of the Lessor. If Lessee makes any addition, alteration or improvement, including painting, to  
48 the premises without the written consent of Lessor, the Lessor may, at its option, require Lessee to restore the premises to their former  
49 condition. If Lessee fails or refuses to make such restoration within thirty (30) days after written notice from the Lessor to do so, Lessor  
50 may restore the premises and Lessee shall be responsible for the total cost thereof.
- 51 **9. DAMAGE TO PREMISES.** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property  
52 occurring on the premises or any part thereof or in common areas thereof, unless such damages are the proximate result of the  
53 negligence or unlawful act of Lessor, its agents or its employees. Lessee agrees to hold Lessor harmless from any claims for damages,  
54 no matter how caused, except for injury or damages for which Lessor is legally responsible.
- 55 **10. RIGHT TO INSPECT AND SHOW PREMISES.** Lessor or its agent shall have the right at all reasonable times to enter the premises  
56 to inspect same, make repairs or show the premises to prospective buyers or Lessees. Premises shall be shown by appointment only.  
57 Lessee shall cooperate in arranging said appointments. Lessor shall have the right to advertise the premises for sale.
- 58 **11. INDEMNIFICATION.** Lessee hereby covenants and agrees to save, indemnify and hold Lessor and its insurers, agents and employees  
59 harmless in the event of any accident, occurrence, injury or loss to Lessee, Lessee's family, co-occupants, employees, invitees or guests,  
60 and to also defend, save, indemnify and hold Lessor and its insurers, agents and employees harmless in the event of loss to such persons  
61 or anyone due to burglary, theft, robbery, fire, wind, rain or other causes whatsoever. It is understood and agreed that Lessor and his  
62 insurers, agents and employees, shall not be liable to Lessee, Lessee's family, co-occupants, friends, guests, invitees or any person for  
63 injury, damage or loss of any nature which may occur at any time on account of any defect in the leased premises, the improvements  
64 therein and the appurtenances thereto, whether such exists at this time or arises subsequently hereto and whether such defect was known  
65 or unknown at the time; that Lessor, his insurers, agents or employees, shall not be liable for any injuries or damages to person or  
66 property sustained by Lessee, Lessee's family, co-occupants, guests, friends, servants or any other person upon the premises or any  
67 damage to any other person upon the premises or for any damage to any person or property by or from any boiler, plumbing, gas, water,  
68 steam or other pipes, sewage or any gas or electrical fixture or appliance or the bursting or leaking thereof.
- 69 **12. ABANDONMENT.** If Lessee fails to pay the rent or any other charge required to be paid by Lessee in a timely manner, or if Lessee  
70 shall breach any of the terms of this lease, Lessor shall have such rights as are provided by law. If the premises becomes vacant or  
71 abandoned, this lease shall expire and terminate and Lessor may re-enter and take possession in the manner provided by law including,  
72 but not limited to summary remedies. In case Lessor shall recover possession of the property, it may, but shall not be required to,  
73 remove property of the Lessee and store same, or it may dispose of said property as provided by law. Notwithstanding anything stated  
74 herein, Lessee agrees that whether possession is taken or this lease is cancelled by Lessor, the entire unpaid balance of rent shall  
75 accelerate and immediately become due and payable and Lessee shall be responsible for all costs, including court costs and attorney fees  
76 incurred by Lessor in enforcement of this lease. Lessor shall have all recourse against Lessee provided by this lease and by law and all  
77 remedies shall be cumulative and non-exclusive.
- 78 **13. PERFORMANCE.** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions  
79 herein contained, or any of them, shall not constitute or be construed as a waiver of relinquishment of Lessor's right thereafter to enforce  
80 any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 81 **14. REPAIRS.** Lessee shall be responsible for the first \$ \_\_\_\_\_ of all repairs to premises, with  
82 full discretion as to nature and manner of repairs reserved to Lessor in its sole discretion.
- 83 **15. GOVERNING LAW.** The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of  
84 this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining  
85 provisions of this Lease shall not be affected thereby.



- 86 **16. DISCLOSURE OF AGENCY RELATIONSHIP. CHECK ONE:**  
 87  **A.** The Listing Firm, the Leasing Firm, and their salespersons represent the Lessor as their Client. The Lessee is the Customer.  
 88  **B.** The Listing Firm and its salespersons represent the Lessor. The Leasing Firm and its salespersons represent the Lessee.  
 89  **C.** The Listing Firm and its salespersons represent both the Lessor and the Lessee as dual agents by mutual agreement and all parties  
 90 have signed and understand the Dual Agency Confirmation form attached and made a part of this Lease Agreement.  
 91  **D.** The Leasing Firm and its salespersons represent the Lessee. The Lessor is the Customer.

92 **17. LEAD-BASED PAINT.** Housing **built before 1978** may contain lead-based paint. Lead from paint, paint chips, and dust can pose  
 93 health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting  
 94 pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.  
 95 Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

- 96 **18. ADDENDA THAT ARE A PART/ATTACHED:**  
 97 1. Application  
 98 2. Dual Agency Confirmation, if applicable  
 99 3. Lead-based Paint Disclosure, if applicable

100 **19. SPECIAL PROVISIONS & CONTINGENCIES:**

101 \_\_\_\_\_  
 102 \_\_\_\_\_  
 103 \_\_\_\_\_  
 104 \_\_\_\_\_  
 105 \_\_\_\_\_  
 106 \_\_\_\_\_  
 107 \_\_\_\_\_  
 108 \_\_\_\_\_  
 109 \_\_\_\_\_  
 110 \_\_\_\_\_  
 111 \_\_\_\_\_

112 Lessor \_\_\_\_\_ Date \_\_\_\_\_  
 113

114 Lessor \_\_\_\_\_  
 115

116 Lessee \_\_\_\_\_ Date \_\_\_\_\_  
 117

118 Lessee \_\_\_\_\_  
 119

*NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.*



# APPLICATION

122 **LESSEE** \_\_\_\_\_ NAME OF CO-LESSEE \_\_\_\_\_

123 SOCIAL SECURITY # \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_

124 PHONE WORK # \_\_\_\_\_ PHONE HOME # \_\_\_\_\_

125 PRESENT ADDRESS \_\_\_\_\_

126 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

127 LANDLORD OR AGENT \_\_\_\_\_

128 HOW LONG AT PRESENT ADDRESS? \_\_\_\_\_

129 PREVIOUS ADDRESS \_\_\_\_\_

130 ANIMALS:  YES  NO TYPE \_\_\_\_\_

131 CAR MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ MODEL \_\_\_\_\_ LICENSE # \_\_\_\_\_

132 NAME OF EMPLOYER \_\_\_\_\_

133 ADDRESS OF EMPLOYER \_\_\_\_\_

134 SUPERVISOR \_\_\_\_\_ PHONE # \_\_\_\_\_

135 OCCUPATION \_\_\_\_\_

136 **PERSONAL REFERENCES:**

137 NAME \_\_\_\_\_

138 ADDRESS \_\_\_\_\_

139 PHONE # \_\_\_\_\_

140 **NEAREST RELATIVE:**

141 NAME \_\_\_\_\_

142 ADDRESS \_\_\_\_\_

143 PHONE # \_\_\_\_\_

144 Dated \_\_\_\_\_ Lessor's Authorized Agent \_\_\_\_\_

145 **Lessee's authorization to check credit:** \_\_\_\_\_

146 \_\_\_\_\_

