

Rental Contract / Lease Agreement

Joe Cooper Rolfe DBA Tech Drive Apartments, P.O. Box 146 Oak Ridge. La. 71264

This contract or agreement is made by and between Joe Cooper Rolfe (hereinafter called "Owner") and
Hereinafter called "Tenant", whether one or more.

1. The Tenant hereby agrees to rent the Apartment located at _____ West Barnette Springs, Ruston, Louisiana; for the sum of _____ (\$_____.00) per month, payable on the first of each month in advance. Occupancy of said apartment shall be limited to two (2) persons. Upon execution of this contract, Tenant will pay the prorata amount of rent due for the month involved and will thereafter pay rent on the first day of each month, by mail to above address, for the duration of this lease. There shall be a \$50.00 penalty for any rent payment received after the 10th day of the month it is due. All past due rent shall bear interest at the rate of 18% per annum until paid in full, in addition to the late fee above, provided for in this article. Should any Tenant breach any of the conditions of this lease, he shall be bound in solido with and for any other Tenants of said leased premises, for payment of the entire debt due. In the event rents are not received by the 15th day of any Month, eviction shall be immediate effective on that date.

2. This lease is for the term of commencing on _____ and extending until _____. The lease is to be renewed in writing on or before the above expiration date. Tenant assumes responsibility for any changes such as, but not limited to, rent increases that might occur should tenant not renew this lease and continue to rent on a month to month basis. Owner is to inform tenant of changes no less than 30 days prior to such changes.

3. To the maximum extent allowable under Louisiana Law, Tenant assumes liability for damages to persons or property due to any defective condition of the leased premises or due to Tenant's intentional acts and/or negligence or due to the negligence or intentional acts of the Tenant's family and or persons on or in the leased premises with Tenant's permission or by Tenant's acquiescence.

4. Tenant also covenants and agrees as follows:

4.1 Tenant will be responsible for all damage beyond ordinary wear and tear to all property and or furniture and fixtures of Owner, and Tenant shall pay for any loss or damage to same.

4.2 Tenant deposits herewith one months rent to insure that said premises will be left in a clean undamaged condition upon Tenant's vacating it; provided however this deposit shall be returned to Tenant within ninety days of vacating by Tenant, only upon satisfaction of all the following conditions:

a. Tenant has stayed the required number of months as specified in the contract.

b. The rental unit has been left clean, regardless of condition upon move in. Any damage by the Tenant must be paid immediately and the apartment cleaned thoroughly. If the premises should need cleaning or painting then Owner shall deducted from Tenant's deposit an amount sufficient to cover the cost of said cleaning, and/or painting, provided however if such amount exceeds the deposit, Tenant will be obligated to pay said amount, and will promptly make full payment of same upon demand of Owner.

c. All keys to the apartment must be returned to Owner, and Tenant shall pay for replacement keys.

d. Tenant shall have given Owner thirty (30) days advance written notice of intent to vacate the leased premises regardless of the contract expiration.

4.3 Tenant agrees that he/she shall keep the apartment and the grounds surrounding it in a reasonable state of cleanliness at all times; garbage cans shall be kept in pickup area and garbage, properly enclosed in plastic bags shall be deposited in appropriate containers.

4.4 Tenant further agrees that the Owner or his agents may enter the premises at all reasonable times to view them or make improvements or show them to prospective tenants, after giving Tenant reasonable notice. Tenant also agrees to drive no nails or screws or their equivalent into walls, ceiling or woodwork or into floors of said premises or make any changes or improvements without the written consent of the Owner. Adhesive of any kind shall not be used on any walls. Tenant also agrees not to make any repairs, alterations or improvements to said premises without the prior consent of Owner in writing: provided, however, that if such consent be given by the Owner, all such improvements shall be and remain the property of the Owner and not removable by the Tenant including, but not limited to: mini blinds, ceiling fans,_____.

4.5 Neither Tenant nor any member of his/her family or person on the leased premises with his/her permission or by his/her acquiescence shall do or perform any act which shall in any manner disturb the neighborhood or any other tenants, nor shall any of those for whom Tenant is responsible herein do or perform any act which would bring discredit upon the Owner.

4.6 Owner reserves the legal right that if Tenant is posted three (3) times by the Owner or his representatives for disturbances to other tenants or neighbors that the Tenant be informed he/she/they must vacate the premises within five (5) working days, or legal action will begin.

4.7 Neither Tenant nor any member of his/her family or person on the leased premises with his/her permission or by his/her acquiescence shall do or perform any act which is violation of any ordinance of the City of Ruston or any law of the State of Louisiana or the United States.

4.8 Tenant agrees that he/she shall not keep any fur bearing animals or Pets on said leased property.

4.9 Tenant shall not sublease the leased premises or any portion thereof, nor shall Tenant allow extended occupancy of the leased premises except in a manner consistent with this agreement. The leased premises shall be used exclusively for residential purposes.

4.10 Should garbage disposals require repair of any kind, Owner shall determine if garbage disposals will be repaired or taken out and a regular sink drain be put in.

4.11 Tenant shall be solely responsible for all utility services to the leased premises, including gas, water, telephone, and electrical service, etc. Including specifically payment therefor. Tenant's responsibility includes lighting of the water heater and other heaters after Tenants' occupancy has begun. Owner shall not be liable to Tenant or any other person for damage or injury resulting from the temporary failure of the electric, water, gas or of the heating or air conditioning equipment in said leased premises or from failures or breakdowns of any appliance.

4.12 Tenant shall be responsible for the payment for any service call originated by Tenant and which is deemed unnecessary by the Owner.

4.13 Owner shall not be responsible for damage or clean-up of the leased premises due to natural disaster, including floods, storms, etc. (But excluding major repairs to the structure of the premises which the Owner may either repair or instead terminate the Rental Contract/Lease Agreement.)

4.14 Extermination of wasps, ants, rodents or other pests are Tenant's responsibility. Owner will spray for roaches on a regular schedule.

4.15 All plumbing and drainage have been checked prior to Tenant's occupancy: therefore, any plumbing problems cause by hair, grease, or foreign objects will be the responsibility of Tenant. Water damage cause by overflowing water is the responsibility of the Tenant.

4.16 Tenant shall pay Locksmith fees or a fee of 20.00, whichever is greater, if Tenant misplaces a key and has to be let into the apartment.

4.17 Tenant is responsible for replacement of any and or all light bulbs in the leased premises. Tenant is further responsible for providing appropriate shower curtains and using them in such a manner as to prevent damage to lease premises, and for maintaining batteries in smoke alarms.

4.18 Tenant shall pay a \$25.00 fee for any check returned from the bank for non-payment for any reason.

4.19 Tenant has been provided with door keys and deadbolt keys to the unit. Should Tenant need more keys to the unit than the Owner has provided, it will be the Tenant's responsibility to have the additional keys made. Tenant is to provide Owner with invoice where keys were made and paid for and Tenant is to provide Owner with all keys upon vacating the premises. Should Tenant not bring such invoice, and all keys, the cost of a new lock will be deducted from Tenants security deposit.

5. Tenant specifically contracts and agrees to pay any and all costs of court and reasonable attorneys fees of Owner incurred because of Tenant's failure to pay the rent timely or otherwise or Tenant's failure to comply with any other obligations of Tenant under this Rental Contract/Lease Agreement. Should any one or all of these events occur, Tenant specifically waives the necessity of putting Tenant in default or giving Tenant notice to vacate, and the entire rent due hereunder shall be due and payable.

WITNESS: _____ (Owner) or _____

acting as Owners Agent, this the _____ day of _____, 2000

TENANT _____ SSN _____

Tenants Home Address _____

Telephone : (_____) _____

Parent, Guardian, or next of kin _____
Address : _____

Telephone : (_____) _____