

RESIDENTIAL LEASE



The Standard Form (revised 08/08) of :
New Orleans Metropolitan Association of REALTORS®, Inc.

For exclusive use of REALTORS®
REALTOR® Boards provide this form as an aid
and not as legal advice. REALTOR® members
assume no responsibility for unauthorized use.

Date: _____

1 **PARTIES** _____ through **Soniat Realty, Inc.** as agent (hereinafter referred to as Lessor)
2 hereby leases to _____
3 (hereinafter referred to as Lessee) the following described property: _____
4 _____

5 **PREMISES**
6 in _____ for use by Lessee as a private residence only.
7 (City) (State) (Zip)

9 **TERM** This lease is for a term of _____ months commencing on the _____ day of _____
10 and ending on the last calendar day of _____.

11 **MONTH TO MONTH RENEWAL** If Lessee, or Lessor, desires that this lease terminate at the expiration of its term he must give to
12 the other party written notice at least 30 (thirty) days prior to that date. Failure of either party to give this required notice automatically
13 renews this lease and all of the terms thereof except that the lease will then be on a month to month basis.
14

15 **RENT** This lease is made for and in consideration of a monthly rental of _____
16 dollars payable in advance on or before the 1st day of each month at **Soniat Realty, Inc.**
17 **PO Box 19923, New Orleans, LA 70179** Lessee agrees to pay Lessor the sum of _____
18 dollars which is
19 prorated rental for the period _____ thru _____. If rent is paid by the 5th
20 of the month, Lessee shall be entitled to a deduction of _____ dollars per month, or a net rental of _____
21 dollars per month provided, however, that if the rent due is not received by the 5th of the month
22 Lessee shall be considered delinquent. If Lessee pays by check and said check is not honored on presentation for any reason
23 whatsoever, Lessee agrees to pay an additional sum of \$35.00 NSF Fee as a penalty. This penalty provision is not to be
24 considered a waiver or relinquishment of any of the other rights or remedies of Lessor. At Lessor's discretion after receipt of
25 NSF check; Lessor may require all future payments in the form of money orders or certified funds. Lessor shall give written notice
26 to Lessee of this requirement.
27

28 **SECURITY DEPOSIT** Upon execution of this lease, Lessee agrees to deposit with Lessor, the sum of _____.
29 This deposit shall be non-interest bearing and is to be held by Lessor as security for the full and faithful performance of the terms
30 and conditions of this lease. This security deposit is not an advance rental and Lessee may not deduct portion of the deposit from
31 rent due to Lessor. This security deposit is not to be considered liquidated damages. In the event of forfeiture of the security deposit
32 due to Lessee's failure to fully and faithfully perform all of the terms and conditions of this lease, Lessor retains all of his other
33 rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting said
34 security deposit.
35

36 Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises of
37 equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the
38 termination of this lease. Deductions will also be made to cover any unpaid amounts owed to Lessor for any damage, loss, or
39 charges occurring prior to termination of this lease and for which Lessee is responsible. In the event that damages or other charges
40 exceed the amount of the security deposit, Lessee agrees to pay all expenses and cost to Lessor. In the event there has been a
41 forfeiture of the security deposit, excess charges shall be paid in addition to the amount of the said security deposit.
42

43 Should there be any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, his
44 family, guest or Agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises
45 or equipment. This includes but is not limited to garbage disposal, plumbing problems due to improper usage, also water problems
46 due to improper bath/shower usage.
47
48

LESSEE'S INITIALS

LESSEE'S INITIALS

LESSOR'S INITIALS

LESSOR'S INITIALS

49 Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security
50 deposit aforesaid shall be automatically forfeited should Lessee vacate or abandon premises before the expiration of this lease,
51 except where such abandonment occurs during the last month of the term of this lease, and Lessee has paid all rent covering the
52 entire term and either party has given the other timely written notice that his lease will not be renewed under its automatic renewal
53 provisions. Forfeiture of the security deposit shall not limit Lessor's rights nor Lessee's obligations.
54

55 The leased premises must be returned to the Lessor in as good condition as they were at the time the Lessee first occupied same,
56 subject only to normal wear and tear. Lessor agrees to deliver the premises clean and free of trash at the beginning of this lease and
57 Lessee agrees to return the same in like condition at the termination of this lease. At the termination of this lease, the Lessee shall be
58 entitled to an accounting and a return of the security deposit within 30 days thereafter, providing all of the obligations of the lessee
59 have been fulfilled, including return of the keys to the Lessor. Lessee shall provide Lessor with a forwarding address, in writing.
60

61 **OCCUPANTS** The leased premises shall be occupied only by the persons listed below. Other occupants, including temporary
62 visitors are not allowed to remain at the premises for a period in excess of 10 days.
63
64
65

66 _____
67 _____
68 _____

66 A temporary visitor is one who inhabits the premises for no more than ten (10) days.

67
68 **PETS** No pets shall be allowed on the premises at any time. However, this provision shall not preclude Lessor modifying any lease
69 to allow pets by mutual written agreement between Lessor and Lessee.
70

71 _____
72 _____

72 **SUB LEASE** Lessee is not permitted to sublet or grant use or possession of the leased premises without the written consent of
73 Lessor and then only in accordance with the terms of this lease. Any expense associated with subleasing the premises shall be paid
74 by **NO SUBLEASING ALLOWED**
75

76 **DEFAULT, ABANDONMENT OR EVICTION** Should the Lessee fail to pay the rent or any other charges arising under this
77 lease promptly as stipulated or should premises be abandoned by Lessee (it being agreed that an absence of Lessee from the leased
78 premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) or
79 should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessors lien, or
80 should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment
81 for the benefit of creditors, then in any of said events, Lessee shall be in default and the rental of the whole of the unexpired term of
82 this lease, together with any attorney's fees, and all other expenses shall immediately become due. Lessor may proceed one or more
83 times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease.
84 Similarly, in the event of any such default, Lessor retains the option to cancel this lease and obtain possession of the premises in
85 accordance with the provisions of Article 4701, et. seq. of the Louisiana Code of Civil Procedure. In the event of such cancellation
86 and eviction, Lessee is obligated to pay any and all rent and expenses due and owing through the day said premises are re-rented or
87 this lease expires, whichever is sooner. Lessee is obligated to pay any collection and eviction costs and attorney's fees. In the event
88 the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of belongings remaining in the premises
89 in any manner Lessor chooses without any responsibility or liability to Lessee for any loss which Lessee may sustain from said
90 disposition. Lessee shall be responsible for any cost incurred by removal of these belongings.
91

92 **OTHER VIOLATIONS, NUISANCE** Should the Lessee at any time violate any of the conditions of this lease, other than the
93 conditions provided in the immediately preceding paragraphs under the heading "Default, Abandonment, or Eviction" or should the
94 Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard behavior
95 consistent with the consideration necessary to provide reasonable safety, peace and quiet to others, such as but not limited to,
96 being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or knowingly engaging in any unlawful
97 or immoral activities, or failure to abide by any Rules and Regulations, and should such violation continue for a period of five days
98 after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation again occur after
99 written notice to cease and desist from such activity or disturbance, then, Lessee shall be in default and Lessor shall have the right
100 to demand the rent for the whole unexpired term of this lease which at once becomes due and payable or to immediately cancel
101 this lease and obtain possession of the premises in accordance with the provisions of Article 4701, et. seq. of Louisiana Code of
102 Civil Procedure, or to exercise any further rights granted by this lease or available by law.
103

104 **RULES & REGULATIONS** Lessee acknowledges receipt of a copy of and agrees to comply with the Rules and Regulations.
105 Lessee agrees to comply with any additions and/or modifications to these Rules & Regulations or with other Rules & Regulations
106 which may be established, adopted by the Lessor and which may be posted on the leased premises, and/or mailed, and/or delivered
107 to Lessee.
108

LESSEE'S INITIALS

LESSEE'S INITIALS

LESSOR'S INITIALS

LESSOR'S INITIALS

109 **CONDITION, REPAIRS, ADDITIONS AND ALTERATIONS OF PREMISES** Lessor warrants that the leased premises are in
110 good condition. Lessor shall be responsible for the repair of electrical, plumbing, air conditioning and heating system provided the
111 repair is not caused by misuse or neglect by the Lessee. Lessee agrees to use the same with care, and to perform the usual cleaning
112 and household maintenance customarily required. Air conditioning and heating filters are the responsibility of Lessee. The running
113 of the unit with dirty filters is not permitted. Lessee acknowledges that he has been provided the opportunity to inspect the premises
114 and accepts it in its current condition and agrees to keep it in same condition during the term of this lease at his expense and to
115 return it to Lessor in the same or better condition at termination of this lease, normal decay, wear and tear excepted. The only
116 exceptions to this area are repairs/improvements that Lessor specifically agrees to perform on the premises as may be outlined in
117 the "SPECIAL CONDITIONS" section of this lease.

118
119 Lessee shall not make any additions or alterations to the premises without written permission of the Lessor. Lessor or his employees
120 shall have the right to enter the premises for the purpose of inspection or making repairs necessary for preservation of the property.
121 Any additions or alterations made to the property by the Lessee shall become the property of the Lessor at the termination of this
122 lease unless otherwise stipulated herein. Lessee expressly waives all right to compensation for any additions or alterations made to
123 the premises. The Lessor, at his option, may require the premises to be returned to its original condition at Lessee's expense.

124
125 **OCCUPANCY** Should Lessor be unable to provide occupancy on the date of the beginning of this lease due to causes beyond
126 control of Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day on which he can
127 obtain possession. Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is
128 deprived of possession. Should Lessor be unable to provide occupancy within 10 calendar days from the commencement of this
129 lease as stipulated herein, the Lessee shall have the option of terminating this lease by giving written notice to Lessor.

130
131 Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen
132 event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a refund of any prepaid rents for the unexpired term
133 of the lease. However, Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a
134 temporary failure of utilities, heat, air conditioning or temporary closing of swimming pool and/or a reasonable delay in completing
135 agreed to improvements to the premises as specified in the "SPECIAL CONDITIONS" section of this lease.

136
137 **SURRENDER OF PREMISES** At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately
138 surrender possession, and should Lessee fail to do so, he consents to pay any and all damages, but in no case less than five times the
139 rent per day, plus attorney's fees, and other related costs.

140
141 **LIABILITY** If any employee or representative of Lessor renders any services (such as parking, washing or delivering automobiles,
142 handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of
143 Lessee, his family, employees or guests, then, for the purpose of such service, such employees shall be deemed the servant of Lessee,
144 regardless of whether or not payment is arranged for such service, and Lessee agrees to release Lessor and his agents and/or
145 representatives and to hold them harmless of any and all liability arising therefrom.

146
147 Neither Lessor nor his agents and/or representatives shall be liable to Lessee, or to Lessee's employees, patrons and visitors, or to
148 any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other tenant of said
149 leased premises and Lessee agrees to defend, indemnify and hold Lessor, his agents and/or representatives harmless from all claims
150 for any such damage, whether the injury occurs on or off leased premises.

151
152 Lessee hereby releases and holds Lessor, his agents and/or representatives harmless and agrees to defend and indemnify Lessor
153 from any damage or injury to persons or property caused as a result of the use of the swimming pool by Lessee or any persons
154 making use of said through the use, permission or consent of Lessee.

155
156 Lessee assumes responsibility for the condition of the premises. Lessor is not responsible for damage caused by leaks in the roof,
157 bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except in
158 case of positive neglect or failure to take action toward the remedying of such defects within a reasonable amount of time after
159 receiving written notice of such defects. Should lessee fail to promptly so notify Lessor in writing, of any such defects, Lessee will
160 become responsible for any damage or claims resulting to Lessor or other parties.

161
162 Lessee understands that neither Lessor, his agents and/or representatives carries Hazard or Flood insurance on Lessee's contents
163 in leased premises. Lessor is not responsible for damage or loss of Lessee's personal property. Lessor encourages lessee to acquire
164 adequate insurance to protect themselves and their personal property.

165

LESSEE'S INITIALS

LESSEE'S INITIALS

LESSOR'S INITIALS

LESSOR'S INITIALS

166 Lessor and Lessee acknowledge that the return or disposition of Lessee's deposit is a decision made exclusively by the Lessor in
167 accordance with the applicable rules of the Louisiana Real Estate Commission, the terms and conditions of this lease, and the requirements
168 of law. Said parties acknowledge that the Lessor's agent is likewise bound to the applicable rules of the Louisiana Real Estate
169 Commission and cannot return the deposit, if held by agent, in the absence of mutual written agreement except in accordance with
170 the rules and regulations of the Louisiana Real Estate Commission. Accordingly, both Lessor and Lessee release and discharge said
171 agent from any and all liability or responsibility of agent relating to the return of such deposit, except in the event agent breaches
172 the rules and regulations of the Louisiana Real Estate Commission. Lessee acknowledges that the actions of the agent regarding this
173 entire lease is made solely and at the direction of the Lessor.
174

175 **SIGNS & ACCESS** Lessor reserves the right to post on the premises "For Sale" signs at any time and "For Rent" signs can be placed
176 on property 30 (Thirty) days prior to expiration of lease. Lessee will also permit Lessor, his agents and/or representatives to have
177 access to the premises for the purpose of inspection, sale or leasing at reasonable intervals between the hours of 8:00 am to 8:00 pm.
178 If Lessee refuses request for access, this shall constitute a violation of the lease.
179

180 **ATTORNEYS FEES** Lessee further agrees that if an Attorney is employed to protect the rights of the Lessor hereunder, Lessee will
181 pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$300.00
182 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges and all other expenses involved.
183

184 **NOTICES** All notices required to be given under the terms of this lease shall be in writing, and if mailed, by certified mail addressed
185 to Lessee at the herein leased premises or to Lessor at the address appealing in this lease, and such mailing constitutes full proof of
186 and compliance with the requirement of notice, regardless of whether addressee received such notice or not. Notices may also be
187 given in writing by hand delivery, or by attaching to door of premises.
188

189 **COMMISSIONS** Lessor, his heirs, successors or assigns, agrees to pay to Soniat Realty, Inc its heirs,
190 successors or assigns a lump sum cash commission of 60% of first full month's rent which commission is earned and payable
191 upon execution of this lease, and a similar commission on any extension or renewal of this lease and also a commission of 6%
192 of the negotiated price of any agreement to sell, exchange or option made with or through Lessee during the term
193 of this lease or any renewal and/or extension thereof or within 180 days after the expiration of this lease or any renewal thereof.
194

195 In consideration of services rendered by agent in negotiating this lease, Lessor hereby agrees that in the event the herein leased
196 property is sold or transferred during the term of this lease and there are any unpaid commission still due agent, Lessor will pay
197 same lump sum in cash at the time property is sold or transferred.
198

199 **OTHER CONDITIONS** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and
200 conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right
201 thereafter to enforce any such terms, covenant, agreement and condition, but the same shall continue in full force and effect.
202

203 It is understood that the terms "Lessor" and "Lessee" are used in this lease, and they shall include the plural and shall apply to all
204 persons, both male and female. All obligations of Lessee are joint, several and in solido.
205

206 This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by Lessor on the entire
207 property of which the leased premises forms a part.
208

209 **UTILITIES** Lessee should maintain all utility services, including water, gas, electricity, phone, garbage collection, and lawn and
210 garden care in Lessee's name and shall promptly pay all charges due thereon, during the term of this lease unless otherwise noted.
211

212 **WAIVER OF NOTICE** Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives notice to vacate
213 premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.
214

215 **MISCELLANEOUS PROVISIONS** No cars to be parked on lawn or walkways. Cars to be parked only in designated areas. No holes
216 shall be drilled in the walls, woodwork or floors are permitted. No painting or papering of walls is permitted
217 without written consent of Lessor. Lessee shall not allow the cable/phone company to wire the premises for cable without

LESSEE'S INITIALS

LESSEE'S INITIALS

LESSOR'S INITIALS

LESSOR'S INITIALS

Address: _____ Date: _____

218 Lessor's written permission. No waterbeds are allowed. No foil in windows is allowed. Garbage to be placed in designated receptacle.
219 If no receptacle is provided, garbage is to be placed on curb as prescribed by law in a proper receptacle provided by Lessee.
220
221 Lessee is to furnish Lessor with a list of deficiencies noted by Lessee at the time of occupancy. This is to be held by Lessor in case
222 of dispute as to move-in condition of property.
223

224 **SPECIAL CONDITIONS** _____

225 **CONTENTS/AMENITIES:** _____

226 **UTILITIES:** _____

227 **CLEANING:** _____

228 **GENERAL:** _____
229 _____
230 _____
231 _____

232 **LEAD-BASED PAINT, ASBESTOS, RADON** Lessee is aware that the premises may contain lead based paint, asbestos, or other
233 toxins which may cause serious injury or death if consumed or ingested into the human body, and lessee acknowledges that the
234 "Protect Your Family From Lead in Your Home" pamphlet has been called to their attention with respect to notice and information
235 of lead base paint. Having knowledge of these facts, Lessee agrees to maintain the premises in a reasonably safe condition, to report
236 to Lessor any condition which may lead to damage or injury because of lead, asbestos or other toxins, and Lessee further agrees to
237 assume the use and occupancy of the herein leased premises at his own risk and hereby releases Lessor, his agents and/or representatives
238 from any claims relating to or sustained as a consequence thereof, and further agrees to hold harmless, defend and indemnify
239 Lessor, his agents and/or representatives from any claims made by Lessee, residents of his household or others using the
240 premises with the consent and permission of Lessee.
241

242 **LESSOR:** Were there any structures built on this property prior to 1978?
243 _____ Yes _____ No _____ Unknown
244

245 If **Yes** or **Unknown**, this Residential Lease is submitted with Lessor's Disclosure of Information on Lead-Based Paint and
246 Lead-Based Paint Hazards Form dated _____.
247

LESSEE'S INITIALS

LESSEE'S INITIALS

LESSOR'S INITIALS

LESSOR'S INITIALS

248
249 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real
250 property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html> . By initialing this section, Lessee acknowledges that
251 the real estate agent has provided Lessee with the EPA website enabling Lessee to obtain information regarding common mold related
252 hazards.
253

LESSEE'S INITIALS

LESSEE'S INITIALS

254
255 **SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of Criminal Identification and Information
256 maintains a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to
257 register pursuant to LSA-R.S. 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also maintain
258 such information. The State Sex Offender and Child Predator Registry database can be accessed at www.lasocpr.lsp.org/socpr/ and
259 contains address, pictures and conviction records for registered offenders. The database can be searched by zip code, city, Parish or by
260 offender name. Information is also available by phone at 1-800-858-0551 or 225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton
261 Rouge, Louisiana 70896. You can also email State Services at SOCP@dps.state.la.us for more information.
262
263

LESSEE'S INITIALS

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LESSOR'S INITIALS

LESSOR'S INITIALS

Address: _____ Date: _____

267 Time is of the essence. This document and any indicated addendum contain this entire lease. If any part of this lease is or becomes
268 contrary to law, the remainder of this lease shall be unaffected. Any changes must be agreed upon in writing, and signed by Lessor
269 and Lessee.

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS
FACSIMILE SIGNATURES ARE ACCEPTABLE AND BINDING AS ORIGINALS
THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING**

270 _____ _____
271 *Lessee Signature* *Date* *Lessor Signature* *Date*

272
273 _____ _____
274 *Lessee Signature* *Date* *Lessor Signature* *Date*

275
276
277
278
279

280 *Agent Name* *Company* *Phone #* *Listing Agent ID #*

281
282

283 *Agent Name* *Company* *Phone #* *Leasing Agent ID #*

284
285

286 **FOR REPAIRS/MAINTENANCE CALL:** _____
287 *Name* *Phone #*

SONIAT REALTY RULES AND REGULATIONS FOR RENTALS

TO BE MADE PART OF THE LEASE FOR THE PREMISES LOCATED AT _____,
_____, BY LESSOR, THROUGH SONIAT REALTY, INC., AGENT,
DATED _____, WITH _____,
_____, LESSEE.

Contact information for local utility service companies is listed below. You should contact the proper offices depending on the location of your rental.

ORLEANS PARISH

GAS & ELECTRIC	ENTERGY	www.Entergy.com	800-368-3749
	GAS EMERGENCY		504-636-2020
	ELECTRIC EMERGENCY		800-368-3749
WATER	SEWERAGE & WATER BOARD	www.swbno.org	504-529-2837

JEFFERSON PARISH

GAS	ATMOS GAS SERVICE	www.atmosenergy.com	504-849-4300
ELECTRIC	ENTERGY	www.Entergy.com	800-368-3749
WATER	JEFFERSON PARISH WATER DEPT. (EAST & WEST BANK)		504-736-6060

SERVICE REQUESTS

To submit a service request, call our maintenance department at (504)274-2825 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

AFTER HOURS CALLING – If you have an **emergency** repair request during the evening hours, holidays or on the weekend, call your Property Manager noted on the signature page of your Lease.

Our personnel are concerned with doing the best job possible in serving you, however, they enjoy their time with their families; please consider this when calling outside of working hours.

EMERGENCIES

GAS ODOR - Immediately call the Gas Company's emergency number above when a gas odor is detected. If gas odor persists, turn off gas appliances and turn gas off at the meter. If Gas Company cannot remedy the problem contact Manager immediately.

BROKEN PIPES/FAUCETS/FIXTURES - Immediately cut water off at the valve nearest the break. If there is no cut-off valve, turn water off at the main house cut-off valve or the meter, to minimize damage to the property and your belongings.

NO ELECTRICITY - If power goes off to all or a part of your house or unit, first check the circuit breaker or fuse box. It is the responsibility of the Lessee(s) to make sure the problem is not with the breaker or fuses. Reset breaker or replace any blown fuses with the same size fuses. If the problem persists, contact the Manager. If an electrician is sent and the problem is only a tripped circuit breaker, a blown fuse and/or caused by Lessee's appliances, Lessee may be held responsible for the bill.

LESSEE'S INITIALS

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LESSOR'S INITIALS

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RULES AND REGULATIONS FOR RENTALS (Cont'd)

MAINTENANCE

*** Visit <http://soniatrealty.com/tenants/diy-maintenance-tips/> for instructional videos with do-it-yourself solutions to common problems ***

WATER SUPPLY - If there are any leaking water pipes, dripping faucets or constantly running toilets, please report these promptly to the Manager. These problems can cause serious damage, as well as excessive water bills. If such problems are not reported immediately to Manager, the Lessee may be charged for excessive water consumption and/or for the cost to repair any damage caused by leaks. To prevent excessive waste of water and/or possible damages, Lessee should turn off the water at the leaking fixture or at the main cut-off valve, if it is a bad leak.

PLUMBING STOPPAGES - If a plumber is called to unstop a toilet, sink and/or shower/tub drains, etc., and any foreign objects are found, such as sanitary products, too much paper, hair, grease, toys, etc., Lessee will owe the entire cost.

AIR-CONDITIONING/HEATING MAINTENANCE - For premises with central air/heat or window air-conditioning unit(s), it is Lessee's responsibility to keep the filters cleaned or changed on monthly basis. IF LESSEE FAILS TO DO SO, AND A SERVICE CALL IS NECESSARY BECAUSE OF A DIRTY FILTER, LESSEE WILL BE CHARGED FOR THE SERVICE CALL AND ANY REPAIRS RESULTING FROM THE FILTER NOT BEING CHANGED. Clean filters enable the units to perform better and enable Lessee's utility costs to be less expensive. In addition, grass and weeds must be kept from around the outside condensing units at all times.

SMOKE DETECTORS - If smoke detectors are provided, Lessee must check and replace batteries as needed, at his/her expense.

YARD/GROUNDS MAINTENANCE - It is Lessee's responsibility to keep the interior of the premises clean and the exterior and yard area free of tall grass, weeds, litter, trash and debris, etc. If Lessee fails to maintain yard when it is his/her responsibility to do so and the Lessor/Agent requires cleaning be done, the work may be done by Lessor's workmen at Lessee's expense.

LOCKS/KEYS/ACCESS - Manager and/or Lessor has the right of entry in case of an emergency, if repairs are needed, to make inspections, or to show the property to prospective tenants or purchasers. Manager/Lessor will make reasonable efforts to gain access by contacting Lessee, but, if Lessee cannot be reached or if an acceptable appointment cannot be arranged, Manager/Lessor or an authorized technician will be allowed to go into the unit with the keys. NO LOCKS CAN BE ADDED OR CHANGED WITHOUT PRIOR WRITTEN CONSENT OF MANAGER. Manager must be provided with any new keys. If a replacement key is needed, or Lessee is locked out of the premises, Lessee must pay for key duplication and, if Manager delivers key to the premises, there will be a \$50 minimum charge.

RULES

WINDOW COVERINGS - Lessee must not attach any film, foil, stencils, decals, etc., without prior written permission from the Lessor. Windows visible from the street must have white or neutral colored coverings. No masking tape is allowed to remain on the windows after the hurricane threat subsides. Lessee is responsible for removal of all tape and residue.

WALL HANGINGS - Please do not use the sticker type hangers; the adhesive is difficult to remove from the walls without leaving a mark and damaging the wallboard itself. Always use the slanting nail type of picture hangers. Mirror tiles, contact paper, wallpaper or anything with an adhesive backing are not permitted to be applied to the walls, floor surfaces, cabinets and/or fixtures.

LESSEE'S INITIALS

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LESSOR'S INITIALS

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RULES AND REGULATIONS FOR RENTALS (Cont'd)

CABLE & SATELLITE TV – Lessee must obtain written permission from Lessor or Manager prior to having cable wires run on the exterior of the unit and/or a satellite dish installed on the exterior of the unit. **INSTALLING A SATELLITE DISH ON A ROOF IS PROHIBITED.**

BBQ & GRILLING- Barbeque or outdoor cooking is not allowed on porches, balconies or in covered areas.

INSURANCE - The Lessor's insurance does **not** cover loss to your personal possessions in the event of fire, storms, theft, plumbing leaks or flood, etc. We recommend that you contact an insurance agent for these types of coverage.

SMOKING- Smoking is not permitted inside of property.

DISTURBANCES - Social and friendly gatherings of residents and their guests are welcome and encouraged, provided such gatherings do not become boisterous, obscene or generally objectionable to other residents, neighbors or management. Drug use and drunkenness will not be tolerated. Residents are entirely responsible for the conduct of their guests in their apartments or outside in the common or adjoining areas. Stereos, radios and televisions are to be kept at minimum levels, so that neighbors are not disturbed.

Nothing should be done in or around the building that will interfere with the rights, comfort or convenience of other residents of neighbors. Loitering will not be allowed. No unlawful operations or illegal substances are allowed on the premises and those who do not comply will be subject to eviction.

SALES - If the Lessor contracts to sell the property, Lessor may cancel the lease by giving Lessee a 30 day prior written notice.

VEHICLES - You should be considerate of your neighbors and park properly. **ABSOLUTELY NO VEHICLE REPAIRS MAY BE DONE ON OR AROUND THE PREMISES.** Inoperable vehicles must not be kept at the property for a prolonged period.

PAYMENT OF RENT AND OTHER FEES - Rents are due and payable in advance on the date specified in your Lease. Payment must include any pro rata of utilities, if applicable. Rents paid by CHECK OR MONEY ORDER, must be made payable to SONIAT REALTY, INC. Please make certain that you write your address on the check/money order. Payments can be mailed to SONIAT REALTY, INC., P. O. BOX 19923, NEW ORLEANS, LA 70179. Lessor may designate other places for payment of the rent by written notice to Lessee. **IT IS LESSEE'S RESPONSIBILITY TO BE SURE THE PAYMENTS REACH THE POST OFFICE BOX ON OR BEFORE THE DUE DATE. IF YOUR RENT IS DROPPED OFF OR MAILED TO OUR OFFICE BUILDING, THERE WILL BE A \$5.00 CONVENIENCE CHARGE.** Any fees, court costs, repair charges, utilities, previous balances due on rent, etc., will be deducted from any rent payments before any credit is applied to the current month's rent. All of these fees and rent must be paid in full to obtain the "Discounted Rent" indicated in your Lease.

** Visit <http://soniatrealty.com/ways-to-pay/> for a complete list of payment options. **

By signing below, I acknowledge that I have read and understand the Rules and Regulations outlined above.

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

LEASE ADDENDUM
DISCLAIMER OF LIABILITY FOR PERSONAL PROPERTY AND PERSONAL INJURY

TO BE MADE PART OF THE LEASE FOR THE PREMISES LOCATED AT _____
_____, BY LESSOR, THROUGH SONIAT REALTY, INC., AGENT,
DATED _____, WITH _____,
_____, LESSEE.

The owners and management of this rental property are providing this information to all
Tenants to avoid any future misunderstandings.

THE OWNERS AND MANAGEMENT OF THIS PROPERTY ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF RESIDENTS OR FOR PERSONAL INJURY. Tenants' personal property is solely their responsibility.

The following are examples of incidents for which management and the owner has no liability. Tenants should contact an insurance agent to obtain insurance coverage for:

BURGLARY: Should this rental property be burglarized and any of Tenants' personal property stolen, neither the Management Company nor the Owner has any liability for this incident.

WATER DAMAGE: If a water line breaks or if there is a roof leak damaging any of Tenants' personal property, neither the Management Company nor the Owner has any liability for the damage.

FIRE: In the event of a fire, the Owner's insurance will cover the damage to the structure and his possessions. **Tenants' personal belongings are not covered.**

For these reasons, we strongly recommend that all Tenants purchase renter's insurance to cover the numerous perils that could involve their personal property.

PERSONAL INJURY: Owner and Management Company are not liable for personal injury or for damage to or loss of personal property in or about the premises, regardless of the cause of such injury, loss, or damage, including but not limited to interruption of utilities or other casualty or failure of appliances. Tenant, for self and for Tenant's guests, heirs, executors, administrators, approved successors, and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless Owner and Management Company, their successors and assigns of and from any and all claims, demands, and liability for any injury to, including death of, persons (whether they be third persons, Tenant, or employees of the parties hereto or of third persons) caused by, growing out of, or happening in connection with, Tenant's use and occupancy of the premises, fixtures, equipment, appliances, improvements and common areas located or to be located thereon, or by reason of any like or different casualty. In like manner and to the extent set forth in the preceding sentence Tenant agrees to exonerated and save harmless Owner and Management Company even though the claim, or loss or casualty is attributable to the negligence of Owner and/or Management Company. Tenant agrees to be responsible for insurance on personal property, contents and liability.

***By signing below, I acknowledge that I have read and understand the
Disclaimer of Liability for Personal Property & Personal Injury.***

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

SECURITY DEPOSIT RECEIPT

(This is not a rental receipt)

DATE: _____ LESSEE(S): _____

AMOUNT PAID: \$ _____

AS SECURITY DEPOSIT FOR THE PROPERTY AT _____

BALANCE OF DEPOSIT \$ _____ DUE ON OR BEFORE _____

Undersigned agrees that this security deposit may not be applied as rent and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy.

RELEASE OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of Lease has expired.
2. Written notice to vacate is given to Agent or Lessor at least thirty (30) days prior to the end of a lease term.
3. No damage to property, beyond normal wear and tear.
4. Entire unit, including range, exhaust fan, refrigerator, bathroom, closets and cabinets are clean.
5. No stickers or scratches or holes on walls. Eight small nail holes permitted. All burned out light bulbs to be replaced.
6. No damage to carpet beyond normal wear and tear.
7. No unpaid late charges or delinquent rents.
8. All keys and remote controls are returned on or prior to end of lease term.
9. All debris, high grass, rubbish and discards removed from property.
10. Forwarding address left with management.
11. All terms of the lease are complied with.
12. In the event the lease agreement is broken, no portion of the deposit will be refunded.

Subject to the conditions listed above, this security deposit will be returned to Lessee. The costs of labor and materials for cleaning and repairs, and/or delinquent payments will be deducted from security deposit if the above 12 provisions are not complied with. Any security deposit refund will be mailed to Lessee(s) at the forwarding address provided within thirty (30) days of vacating. The check will be made payable to all Lessees named on the Lease. This lease is made with the understanding that it is subject to execution by Agent or Lessor.

By signing below, I acknowledge that I have read and understand the terms and conditions by which my security deposit may be refunded.

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

X _____
Lessee Signature *Date*

X _____
Lessor Signature *Date*

MOVE-IN REPORT

WELCOME TO YOUR NEW HOME!

We have made every effort to prepare your apartment/unit for occupancy. Please take a few minutes to notify us of anything that needs maintenance or repair by using this form and returning it to our office as soon as possible. If necessary, we will make an appointment with you to address any problems or concerns.

****NOTE: THIS FORM WILL BE ATTACHED TO YOUR LEASE****

LESSEE(S): _____

ADDRESS: _____ CITY: _____

CELL #: _____ WORK #: _____ HOME #: _____

EMAIL: _____

LEASE START DATE: _____ DATE TENANT RECEIVED MOVE-IN REPORT: _____

TRASH CAN ON PROPERTY? Y / N

FOR MAINTENANCE OR REPAIRS: _____

FOR ACKNOWLEDGEMENT: _____

****PLEASE COMPLETE AND RETURN TO THE ADDRESS BELOW WITHIN 2 WEEKS OF LEASE START DATE****

Soniat Realty, Inc.
3940 Canal Street
New Orleans, LA 70119

FOR OFFICE USE ONLY:

Date Form Returned: _____

Received by: _____

NOTICE TO VACATE

This is to advise Soniat Realty, Inc. that I will vacate the unit located at:

I plan to be completely moved out of the unit by (date): _____

This notice is to comply with my lease requiring a 30 day written notice of my intent to vacate the unit. I am fully aware that all leases are effective only on the 1st of the month and if I leave in the middle of the month, I will be responsible for that month's rent in full. **In addition, I understand that my deposit(s) will be forfeited if my written notice is not received in the Soniat Realty office at least 30 days prior to me vacating the unit.**

** Each Lessee is responsible for submitting this form.

Lessees:

Date: _____

Print Your Name: _____

Lessee Signature: _____

Phone number: _____ Email: _____

Reason for leaving: _____

Visit [www.http://soniatrealty.com/contact/notice-to-vacate/](http://soniatrealty.com/contact/notice-to-vacate/) if you would like to submit this form electronically.

Please complete & return to:
Soniat Realty, Inc. 3940 Canal Street, New Orleans, LA 70179
OR fax to (504)274-1199 OR email to juliasoniat@soniatrealty.com

Cc: Owner
Property Manager