

# RHOME PM

2301 N. Greenville Ave., 3rd Floor • Richardson, TX 75082  
(888) 405-4985

## 1. SON Residential Lease

### 1.1 RESIDENTIAL LEASE

**PARTIES** <<Owner Name(s)>> through **Soniat Realty, Inc.** as agent (hereinafter referred to as Lessor) hereby leases to <<Tenants (Financially Responsible)>> (hereinafter referred to as Lessee) the following described property: <<Unit Address>>

**PREMISES:** <<Unit Address>> for use by Lessee as a private residence only.

**TERM:** This lease is for a term of <<Lease Term>> commencing on <<Lease Start Date>> and ending on <<Lease End Date>>.

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

**RENT:** This lease is made for and in consideration of a monthly rental of Monthly Rent dollars payable in advance on or before the 1st day of each month to **Soniat Realty, Inc.** online through your Customer Portal at [https://rentalpm.appfolio.com/connect/users/sign\\_in](https://rentalpm.appfolio.com/connect/users/sign_in). See Soniat Rules & Regulations for Rentals for more options.

The first rental payment which shall be a full month's rent shall be due on <<Lease Start Date>>. If the Initial Term commences on any other day than the first day of the applicable rent payment period, payment shall be due on Prorate Month Start Date and shall constitute the payment for the period of <<Lease Start Date>> through Last day of the month move in.

Thereafter, all rent shall be paid in advance on or before the 1st day of each subsequent calendar month for the duration of the residency.

**LATE FEES:** Late Payment Fees and Returned Check Fees: If any rental payment is not received by the fifth (5th) day after it is due, Resident shall pay a late payment fee of <<Late Fee Rule>>. This late payment fee shall be due immediately without demand, therefore, and shall be added to and paid with the late rental payment. Resident also agrees to pay a thirty-five-dollar (\$35.00) processing fee for each check that is returned by the financial institution due to insufficient funds or because the Resident did not have an account at the financial institution. Additionally, a Bank Service Charge of \$35.00\* will be assessed.

\*Price is subject to change based on current Bank Service charge assessed to Landlord.\*

**SECURITY DEPOSIT** Upon execution of this lease, Lessee agrees to deposit with Lessor, the sum of Security Deposit Amount. This deposit shall be non-interest bearing and is to be held by Soniat Realty as security for the full and faithful performance of the terms and conditions of this lease. This security deposit is not an advance rental and Lessee may not deduct portion of the deposit from rent due to Lessor. This security deposit is not to be considered liquidated damages. In the event of forfeiture of the security deposit 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 rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting said security deposit.

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

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

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

The leased premises must be returned to the Lessor in as good condition as they were at the time the Lessee first occupied same, 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 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 entitled to an accounting and a return of the security deposit within 30 days thereafter, providing all of the obligations of the lessee have been fulfilled, including return of the keys to the Lessor. Lessee shall provide Lessor with a forwarding address, in writing.

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

<<Tenants (Financially Responsible)>>

<<Other Occupant(s)>>

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

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

**See Pet Addendum if applicable.**

**SUB LEASE** Lessee is not permitted to sublet or grant use or possession of the leased premises without the written consent of Lessor and then only in accordance with the terms of this lease. Any expense associated with subleasing the premises shall be paid by Lessee. The new Sub-Lessee is required to apply, pay Application Fee and an Administrative Fee per Sub-Lessee (currently \$50 & \$100, respectively, subject to change) to handle the transfer. Said sublease is subject to Lessor's acceptance and approval of Sub-Lessee as a replacement Lessee or Co-Lessee.

**DEFAULT, ABANDONMENT OR EVICTION** Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated or should premises be abandoned by Lessee (it being agreed that an absence of Lessee from the leased premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) or should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessor's lien, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment 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 this lease, together with any attorney's fees, and all other expenses shall immediately become due. Lessor may proceed one or more times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease. Except for the waiver of notice set forth in Lines 212-213, and in the event of any such default, Lessor retains the option to cancel this lease and obtain possession of the premises in accordance with the provisions of Article 4701, et. seq. of the Louisiana Code of Civil Procedure. In the event of such cancellation 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 this lease expires, whichever is sooner. Lessee is obligated to pay any collection and eviction costs and attorney's fees. In the event the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of belongings remaining in the premises in any manner Lessor chooses without any responsibility or liability to Lessee for any loss which Lessee may sustain from said disposition. Lessee shall be responsible for any cost incurred by removal of these belongings.

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

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

**CONDITION, REPAIRS, ADDITIONS AND ALTERATIONS OF PREMISES** Lessor warrants that the leased premises are in good condition. Lessor shall be responsible for the repair of electrical, plumbing, air conditioning and heating system provided the 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 and household maintenance customarily required. Air conditioning and heating filters are the responsibility of Lessee. The running of the unit with dirty filters is not permitted. Lessee acknowledges that he has been provided the opportunity to inspect the premises 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 return it to Lessor in the same or better condition at termination of this lease, normal decay, wear and tear excepted. The only exceptions to this area are repairs/improvements that Lessor specifically agrees to perform on the premises as may be outlined in the "SPECIAL CONDITIONS" section of this lease. Lessee shall not make any additions or alterations to the premises without written permission of the Lessor. Lessor or his employees shall have the right to enter the premises for the purpose of inspection or making repairs necessary for preservation of the property. Any additions or alterations made to the property by the Lessee shall become the property of the Lessor at the termination of this lease unless otherwise stipulated herein. Lessee expressly waives all right to compensation for any additions or alterations made to the premises. The Lessor, at his option, may require the premises to be returned to its original condition at Lessee's expense.

**OCCUPANCY** Should Lessor be unable to provide occupancy on the date of the beginning of this 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. Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is deprived of possession. Should Lessor be unable to provide occupancy within 10 calendar days from the commencement of this lease as stipulated herein, the Lessee shall

have the option of terminating this lease by giving written notice to Lessor. Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen 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 of the lease. However, 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 swimming pool and/or a reasonable delay in completing agreed to improvements to the premises as specified in the "**SPECIAL CONDITIONS**" section of this lease.

**SURRENDER OF PREMISES** At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately 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 rent per day, plus attorney's fees, and other related costs.

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

Neither Lessor nor his agents and/or representatives shall be liable to Lessee, or to Lessee's employees, patrons and visitors, or to 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 leased premises and Lessee agrees to defend, indemnify and hold Lessor, his agents and/or representatives harmless from all claims for any such damage, whether the injury occurs on or off leased premises.

Lessee hereby releases and holds Lessor, his agents and/or representatives harmless and agrees to defend and indemnify Lessor 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 making use of said through the use, permission or consent of Lessee.

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

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

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

**SIGNS & ACCESS** Lessor reserves the right to post on the premises "For Sale" signs at any time and "For Rent" signs can be placed on property 30 days prior to expiration of lease. Lessee will also permit Lessor, his agents and/or representatives to have 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. If Lessee refuses request for access, this shall constitute a violation of the lease.

**ATTORNEYS FEES** 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 fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$300.00 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges and all other expenses involved.

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

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

**OTHER CONDITIONS** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a 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.

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 persons, both male and female. All obligations of Lessee are joint, several and in solido.

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

**UTILITIES:** See special conditions for applicable included utilities:

**<<Utilities Included>>**

If water is included and should you exceed normal usage, Lessee will be billed for overage.

**APPLIANCES INCLUDED: <<Appliances Included>>**

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

**MISCELLANEOUS PROVISIONS** No cars to be parked on lawn or walkways. Cars to be parked only in designated areas. No holes shall be drilled in the walls, woodwork or floors are permitted. No painting or papering of walls is permitted without written consent of Lessor. Lessee shall not allow the cable/phone company to wire the premises for cable without Lessor's written permission. No waterbeds are allowed. No foil in windows is allowed. Garbage to be placed in designated receptacle. If no receptacle is provided, garbage is to be placed on curb as prescribed by law in a proper receptacle provided by Lessee.

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 of dispute as to move-in condition of property.

**SPECIAL CONDITIONS:**

**<<Additional Lease Information>>**

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

**LESSOR:** If this property was built prior to 1978, you will receive a Lead Base Disclosure form to sign.

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

**SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also maintain such information. The State Sex Offender and Child Predator Registry database can be accessed at [www.lasocpr.lsp.org/socpr/](http://www.lasocpr.lsp.org/socpr/) and contains address, pictures and conviction records for registered offenders. The database can be searched by zip code, city, Parish or by 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 Rouge, Louisiana 70896. You can also email State Services at [SOCP@dps.state.la.us](mailto:SOCP@dps.state.la.us) for more information.

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

**TO REPORT A MAINTENANCE ISSUE:**

Please submit your maintenance issues on your AppFolio Online Portal or contact the maintenance department.

Non-Emergency: Please call our Maintenance Department Monday-Friday 8:00 a.m. - 4:00 p.m. at (504) 274-2825.

## 1.2 RESIDENT BENEFITS PACKAGE LEASE ADDENDUM

This Resident Benefits Package Lease Addendum ("RBP Addendum") is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the Soniat Realty, Inc. Resident Benefits Package ("RBP") that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of **\$39.95/month** ("RBP Fee"), payable with Rent and defined as Additional Rent and with no proration. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any

element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Tenant and Landlord mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, and (3) shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.

◊ HVAC Filter Delivery: The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 90 days, or as required by your HVAC system. Tenant shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be delivered and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Tenant's failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter,

Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

◊ Move-in Concierge Service: The RBP shall include a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation (collectively, the "Move-in Services"). Tenant acknowledges that the concierge service provided herein does not guarantee connectivity, account setup, rates, fees, and availability of the Move-in Services, and that all Move-in Services are subject to the approval of the Tenant by the third parties providing such services. Tenant maintains the right at any time to facilitate Tenant's own activations of the Move-in Services, and such action by Tenant shall not reduce or modify the RBP Fee. Tenant agrees to abide by all applicable lease and property restrictions and guidelines applicable to the Move-in Services.

◊ Resident Rewards: The RBP shall include access to a resident rewards program ("Rewards") designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

◊ Credit Building: Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Tenant under the Lease, through a third-party service provider. For any disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

◊ Liability Insurance Requirements & Program:

The Landlord requires the Tenant obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request. To satisfy the insurance requirement, Tenant will be automatically enrolled into a policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's selection is listed below:

Option 1: Tenant will be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by Soniat Realty, Inc. for additional coverage details. The monthly premium for the elected insurance policy is **\$10.95**

Option 2: If Tenant elects to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. The RBP Fee will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord. The RBP Fee will be adjusted by the premium amount in the policy.

**Please be sure that your policy meets the following criteria prior to submitting:**

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and personal liability
- Soniat Realty, Inc. is listed as additional interest
- Soniat Realty, Inc. address is listed as: PO Box 660121 Dallas, TX 75266
- InsuranceSupport@SecondNature.com is also listed as additional interest

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$50 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

◊ \$1M Identity Protection: Tenant has elected to be automatically enrolled in Identity Protection and agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at [www.identityguard.com](http://www.identityguard.com).

#### **Additional Terms and Conditions**

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees associated with payments methods are at the Tenant's expense.

RBP Vendors: Landlord, and/or Soniat Realty, Inc., may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or Soniat Realty, Inc., will ensure all third-party vendors are licensed, bonded, and insured, if applicable.

Data Privacy Consent: Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work and mobile numbers), date of birth, driver's license number, social security number, banking and other financial information, including credit card numbers (collectively, the "Tenant Data") by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the "RBP

Provider(s)") for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Tenant authorizes the RBP Providers to receive, possess, use, retain and transfer the Tenant Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Tenant understands that the Tenant is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws, including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

Consent to Receive SMS Messages: Tenant consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Tenant represents that the Tenant is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Tenant. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Tenant.

Upon the signature of the Landlord and the Resident(s) below, the above-mentioned RBP Addendum shall be considered as part of the Lease and legally binding on all Parties

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Disclaimer of Liability

### 2.1 DISCLAIMER OF LIABILITY FOR PERSONAL PROPERTY AND PERSONAL INJURY

TO BE MADE PART OF THE LEASE FOR THE PREMISES LOCATED AT

<<Unit Address>>

BY LESSOR, THROUGH SONIAT REALTY, INC., AGENT, DATED <<Lease Creation Date>>, WITH <<Tenants (Financially Responsible)>>, LESSEE.

**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.

**HURRICANE:** In the event of a hurricane, 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, I acknowledge that I have read and understand the Disclaimer of Liability for Personal Property & Personal Injury.

(Please print name and date with signature when NOT signing electronically)

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. SONIAT RULES AND REGULATIONS FOR RENTALS

### 3.1 SONIAT RULES AND REGULATIONS FOR RENTALS

TO BE MADE PART OF THE LEASE OR RENTAL AGREEMENT FOR THE PREMISES LOCATED AT <<Unit Address>> BY <<Owner Name(s)>> LESSOR WITH <<Tenants (Financially Responsible)>> 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

ELECTRIC ENERTGY  
ELECTRIC EMERGENCY

[www.Entergy.com](http://www.Entergy.com)

800-368-3749  
800-968-8243

REPORT AN ELECTRIC OUTAGE	800-968-8243
DELTA UTILITIES GAS	deltautilities.com 833-335-8299
WATER SEWERAGE & WATER BOARD	www.swbno.org 504-529-2837
REPORT A WATER LEAK	504-529-2837

#### **JEFFERSON PARISH**

GAS ATMOS GAS SERVICE	www.atmosenergy.com 888-286-6700
ELECTRIC ENERTGY	www.Entergy.com 800-368-3749
WATER JEFFERSON PARISH WATER DEPT.	504-736-6060
(EAST & WEST BANK)	

#### **SERVICE REQUESTS**

Submit Non-Emergency service requests through your Customer Portal on our website ([www.SoniatRealty.com](http://www.SoniatRealty.com)). If you do not have internet access, please call our maintenance department at (504)274-2825 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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.

**AFTER HOURS CALLING** - 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 and it is not a power outage in your neighborhood, first check the circuit breaker. It is the responsibility of the Lessee(s) to make sure the problem is not with the breaker. If the problem persists, contact the Manager. If an electrician is sent and the problem is only a tripped circuit breaker and/or caused by Lessee's appliances, Lessee may be held responsible for the bill.

#### **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 be responsible for 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** - Lessee must check and replace batteries as needed, at his/her expense.

**LIGHT BULBS** - Lessee is responsible to replace light bulbs at their own expense and have working light bulbs in all fixtures when vacating unit.

**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.** The 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 \$75 minimum charge (subject to change)

## 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. Lessee responsible to replace blinds that break during their occupancy.

**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 wall itself. Use the small 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.

**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, installation of a pool, or flood, etc. We recommend that you contact an insurance agent for these types of coverage.

**POOL/TRAMPOLINE** - Because of Liability Concerns, Lessee shall not place a swimming pool or trampoline on PREMISES without Agent's or Lessor's prior written authorization.

**SMOKING**- Smoking and vaping are not permitted inside of property or in common areas that may impact others.

**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, televisions and any other audio devices 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 or 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 OR SERVICE MAY BE DONE ON OR AROUND THE PREMISES.** Inoperable vehicles or vehicles without current license plates and/or inspection stickers (break tags) must not be kept at the property for a prolonged period.

## THERE ARE SEVERAL WAYS TO PAY RENT AND OTHER FEES

**RECOMMENDED METHOD: PAYMENTS/RENTS TO BE MADE ONLINE THROUGH YOUR CUSTOMER PORTAL ON THE WWW.SONIATREALTY.COM WEBSITE.** Rents are due and payable, in advance, on the date specified in your Lease. Payment must include any utility costs and processing fees, if applicable.

**ELECTRONIC CASH PAYMENT:** Ask a Soniat Team Member

WE DO NOT RECOMMEND MAILING RENT BECAUSE OF THE UNRELIABILITY OF THE MAIL SERVICE but if you are unable to pay online, you can pay by using Electronic Cash Payment service or pay by CHECK or MONEY ORDER delivered or mailed to SONIAT REALTY, INC., 3940 CANAL STREET, NEW ORLEANS, LA 70119 (\$10.00 fee).

**It is the Lessee's responsibility to be sure the payments/rents are received in the Soniat Realty office on or before the due date to prevent late fees. Lessor may designate other places for payments/rents by written notice to Lessee**

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.

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

**TERMINATION OF LEASE** - If Lessee intends to vacate, Lessee is required to give a written notice to Soniat Realty at least thirty (30) days prior to the end of the final month of your lease or extension and you will be responsible for all obligations of the lease until you return the keys to Soniat Realty's office.

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

(Please print name and date with signature when NOT signing electronically)

By initialing below, you acknowledge and agree to the terms in Section 3.

X  
Initial Here

## 4. SECURITY DEPOSIT RECEIPT

### 4.1 (THIS IS NOT A RENTAL RECEIPT)

DATE:<<Lease Creation Date>>

LESSEE(S): <<Tenants (Financially Responsible)>>

AMOUNT PAID: \$ Security Deposit Amount

AS SECURITY DEPOSIT FOR THE PROPERTY AT <<Unit Address>>

NOTES/COMMENTS:

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.

#### RETURN OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of Lease has expired.
2. Written notice to vacate is given to Property Manager/Soniat Realty Office 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, cabinets , and carpet 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 and carpet must be professionally shampooed before vacating.
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, vines, rubbish and discards removed from property.
10. Forwarding address left with management.
11. All terms of the lease are complied with.

In the event the lease agreement is broken, no portion of the deposit will be refunded. z

**Subject to the conditions listed above, this security deposit will be returned to Lessee.** The costs of labor and materials for cleaning and repairs, delinquent payments and any court costs incurred will be deducted from security deposit if the above 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 and keys returned. 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 Owner/Lessor.

**I acknowledge that I have read and understand the terms and conditions by which my security deposit may be refunded.**

(Please print name and date with signature when NOT signing electronically)

By initialing below, you acknowledge and agree to the terms in Section 4.

X  
Initial Here

## 5. LEASE ADDENDUM Military Service

### 5.1 MILITARY SERVICE

TO BE MADE PART OF THE LEASE FOR THE PREMISES LOCATED AT <<Unit Address>>, BY LESSOR, THROUGH SONIAT REALTY, INC., AGENT, DATED <<Lease Signed Date>>, WITH <<Tenants (Financially Responsible)>>, LESSEE.

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart at least thirty (30) miles from the area where the Premises are located, or is

relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving at least a thirty (30) day written notice to the Landlord. Along with such notice, the Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. Said thirty (30) notice shall commence shall be prior to a rental month ending. The damage/security deposit will be promptly returned to the tenant in accordance with Louisiana law, provided there are no damages to the premises.

**By signing below, I agree that I have read and understand the conditions outlined in this Lease Addendum - Military Service.**

(Please print name and date with signature when NOT signing electronically)

By initialing below, you acknowledge and agree to the terms in Section 5.

**X**  
Initial Here

## 6. MOVE IN REPORT

### 6.1 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): <<Tenants (Financially Responsible)>>

ADDRESS: <<Unit Address>>

CELL #: \_\_\_\_\_ WORK #: \_\_\_\_\_

HOME#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

LEASE START DATE: <<Lease Start Date>> DATE TENANT RECEIVED MOVE-IN REPORT: <<Lease Start Date>>

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: \_\_\_\_\_

By initialing below, you acknowledge and agree to the terms in Section 6.

X  
Initial Here

## 7. Sign and Accept

### 7.1 BINDING AGREEMENT

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

X  
Lessee

Date Signed

X  
Lessor

Date Signed