

**SHADY ACRES MOBILE HOME/RV PARK
APARTMENT COMPLEX AGREEMENT**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU**

LEASE OF RESIDENCE

BE IS KNOWN AND REMEMBERED that on the date hereafter shown and before the undersigned authority and in the presence of the undersigned good and competent witnesses, **PERSONALLY CAME AND APPEARED:**

Shady Acres Mobile/RV Park, (Percy L. LaPoint) who is domiciled in Calcasieu Parish, whose present mailing address is 1499 West Houston River Rd, Sulphur, La 70663, hereafter jointly referred to as "**LESSOR**", and

_____, whose Social Security Number is _____, and

_____, whose Social Security Number is _____,

domiciled in _____ Parish, whose present mailing address is

_____ hereinafter jointly referred

to as "**LESSEE**",

who have mutually covenanted and agreed as follows:

- 1. LEASE: LESSOR** hereby leases to Lessee to occupy and use the following described property:

The property conveyed herein has as its address 3596 Pete Seay Road, Sulphur, LA 70663 (must check the correct apartment number below)

Apartment #1

Apartment #2

- 2. TERM:** The original term of this lease shall be from _____ to _____. This lease shall be renewed automatically for Six Month periods beginning on the first day of each _____ thereafter under the same terms and conditions stated, unless either party shall give notice to the other on or before the previous _____. The timely deposit of this written notice in the United States mail, properly addressed to the address shown above shall prevent renewal and terminate this lease without further proceedings or notice whatsoever.
- 3. RENTAL:** As rental for the premises, Lessee agrees to pay to Lessor a monthly rental of \$1000.00 payable in advance on the first day of each month. Should Lessee occupy the leased premises for less than a full month due to termination of the lease other than at the end of a calendar month, the rental shall be for the full month.

4. **SUBLEASE:** Lessee may not sublease or assign this lease.
5. **USE: LESSEE** is obligated to use the premises for residential purposes only and not for any purpose that is unlawful, and the violation of any law by Lessee shall be a justifiable cause for cancellation of this lease by Lessor, at Lessor's option.
6. **WARRANTY: LESSOR** warrants that Lessor is the owner of the premises and has the right to give Lessee possession under this lease, and will, so long as the lease remains in effect, warrant and defend Lessee's possession against any and all persons.
7. **REPAIRS AND MAINTENANCE: LESSOR** warrants that the leased premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at Lessee's expense and to return them to Lessor in the same condition at the termination of the lease, normal decal, wear and tear excepted.
 - Lessor agrees to deliver the premises clean and free from trash at the beginning of the lease and Lessee agrees to return same in like condition at the termination of the lease.
 - Lessor's obligation to repair shall be limited to necessary repairs to the roof structure, plumbing, electrical and mechanical systems of the improvements, but only to the extent that the repairs exceed \$500.00 in cost and do not arise out of the negligence of Lessee or Less's agents or licensees. Lessee agrees to report to Lessor any such damage to the leased premises within twenty-four hours after it occurrence, and upon failure to do so, Lessee shall be bound to repair any consequent or resulting damage.
 - Should Lessee fail to make such repairs as Lessee is obligated to make hereunder, Lessor may, at Lessor's option, have the repairs made and Lessee agrees to reimburse Lessor for the cost.
8. **INDEMNIFICATION: LESSEE** shall occupy the leased premises at Lessee's own risk and shall indemnify Lessor against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by Lessee, Lessee's agent, servants, employees, visitors or licensees.
9. **ADDITIONS AND ALTERATIONS:** Neither Lessor nor Lessee shall make any addition or alteration to the premises without written permission of the other. However, Lessor or Lessor's agents shall have the right, upon notice to Lessee, to enter the premises for the purpose of making repairs necessary for the preservation of the property. Any additions made to the premises become the property of Lessor at the termination of this lease unless otherwise stipulated herein.
10. **SIGNS AND ACCESS: LESSOR** reserves the right to keep posted on the premises "For Sale" and "For Rent" signs during the thirty day period preceding the expiration of this lease, and Lessee will allow parties authorized by Lessor to visit the premises in view of

buying or renting during the thirty day period preceding the expiration of this lease from 9:00 A.M. to 5:00 P.M.

- In the event of Lessee being absent from the premises, Lessor shall be notified in writing where the keys may be in order for the premises to be inspected or shown to prospective tenants or purchasers.

- 11. SURRENDER OF POSSESSION:** At the expiration of this lease or at its termination for other causes, Lessee is to immediately surrender possession by actual delivery of all keys to Lessor. Should Lessee fail to deliver such possession, Lessee consents to pay as liquidated damages five times the daily rent per day for each day of Lessee's failure to surrender possession.
- 12. ABANDONMENT:** Should the premises be abandoned by Lessee or should Lessee begin to remove personal property to the detriment of Lessor's lien, then the rent for the unexpired term, with reasonable attorney's fees, shall immediately become due, and Lessor, at Lessor's option, may cancel the lease and re-enter and let the premises for such price or on such terms as may be immediately obtainable, and apply the next amount realized to the amount due by Lessee.
- 13. TAXES AND UTILITY CHARGES:** LESSEE agrees to punctually pay all charges to gas, electricity, telephone, eater, and cable services, or any other utilities used or consumed at the leased premises during the term of this lease. Lessor agrees to punctually pay all ad valorem taxes and assessments due on the leased premises during the term of the lease.
- 14. DEFAULT:** Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated; or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee; or should Lessee make an assignment for benefit of creditors; then, in any of the said events, Lessee shall be in default and Lessor may demand the rent for the whole unexpired term of the lease, or proceed one or more times for past due installments without prejudicing Lessor's rights to proceed later for the rent for the then unexpired term.
- 15. ATTORNEY'S FEES:** In the event that an attorney is employed to protect the right of Lessor or Lessee arising under this lease, the party whose actions or inaction's necessitate employment shall pay additionally a reasonable attorney's fee.
- 16. DEPOSIT:** As security for Lessee's obligations under this lease, including the obligation to timely pay rent, the obligation to maintain the premises and the obligation to deliver the premises clean at the expiration of the lease, Lessee deposits with Lessor the sum of \$500.00 as a damage and default deposit.
- 17. PARK RULES AND REGULATIONS:** The Lessee agrees that Lessee will at all times obey and follow the Park Rules and Regulations. By signing this lease, Lessee will be deemed to have constructive notice of all rules and regulations of Shady Acres Mobile Home Park.
- 18. RENTAL LATE FEE:** In the event that Lessee fails to timely deposit the monthly rental amount with Lessor, Lessee will be charged an additional **\$20.00 per day** that the rent is

late. This late fee will begin on the 5th day of the month in which the rental is due. Back dated instruments will not be accepted by Lessor and the late fee will continue to be due even though Lessor is in possession of the back dated instrument.

Signature: _____

Cell Phone Number: _____

Email Address: _____