

**Redhawk Properties**  
**Colony on North Montgomery**  
**LEASE**

**Parties**

This lease made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Colony on N. Montgomery ("Landlord") and \_\_\_\_\_ ("Tenant").

**Premises**

Landlord leases to Tenant and Tenant leases from Landlord, the property with improvements hereon, and furniture (if any) as shown on attached Schedule A, described as the property situated in the City of Starkville commonly known as 904 N. Montgomery, \_\_\_\_\_ ("Premises").

**Term**

This lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for a period of \_\_\_\_ months and shall end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ or unless sooner terminated according to the provisions hereof. Move-In date will be determined by management. Rent will not be prorated.

**Rental**

Tenant shall promptly pay as monthly rental hereunder the sum of \$\_\_\_\_ payable to Landlord at 110 Lynn Lane, Starkville, MS, 39759 on or before the First day of each calendar month during the period of this lease. If all rent due is not paid on or before the 5<sup>th</sup> of the month, Tenant agrees to pay a late charge of \$50.00. An additional late fee of \$10.00 will be assessed each day until the rent is paid in full. All payments for rent and/or other indebtedness will be paid by check, cashier's check, money order or cash. If there is a previous balance due at the beginning of any month, all payments made will be credited toward the previous balance before being credited toward the rent due. Tenant agrees to pay a \$36.00 charge for each returned check, plus late payment charges.

**Security Deposit**

Receipt is hereby acknowledged of \$\_\_\_\_ as a security deposit for the faithful performance of all the terms and conditions of this lease. Under no circumstances is said security deposit to be construed as rent, and Tenant shall not be entitled to any interest on same. Landlord is authorized to place security deposit in an interest bearing account with interest accruing to Landlord. The security deposit will be returned to Tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) return of all keys to Landlord; (d) removal of abandoned articles; and (e) upon furnishing a forwarding address to Landlord. Deductions from the security deposit shall be made for any damages done to the premises including, but not limited to, insufficient light bulbs, scratches, burns, stains, holes in walls, professionally shampoo carpets, as well as any other damages to the property, if any. Normal wear and tear is excluded. After the tenant has complied with the above conditions, the security deposit will be sent to the forwarding address furnished by Tenant, along with an itemized accounting of any charges or damages or other sums owed by Tenant, no later than forty-five (45) days after the termination of this lease.

Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental.

Tenant agrees to give Landlord sixty (60) days advance written notice of vacating premises, and failure to do so shall constitute the forfeiture of the security deposit herein.

**Early Occupancy**

The parties agree that the Tenant may occupy the leased premises prior to the beginning of the initial term of this lease. Tenant is granted occupancy of the premises commencing on \_\_\_\_\_, in exchange for the sum of \$\_\_\_\_ as pro-rated rent for \_\_\_\_ days, and Landlord acknowledges receipt of this pro-rated rent for early occupancy. All of the provisions of the lease with respect to the use of the premises apply to this early occupancy.

### **Abandoned Articles**

All articles left in or upon premises by the Tenant upon termination of the lease for any reason shall be disposed of by the Landlord as becomes necessary and in a manner as Landlord may see fit and proper, and without recourse by the Tenant. The Landlord herein is further given the right to use the Tenant's security deposit to cover the Landlord's expenses in disposing of the Tenant's articles.

### **Holdover**

Unless another lease is signed by the parties or unless written notice of termination is given by either party sixty (60) days prior to the expiration date hereof, this lease shall be automatically renewed on a month to month basis at a \$ \_\_\_\_\_ rental per month. After expiration of the original term hereof, sixty (60) days advance written notice is required by either party for termination. **THIS DOES NOT MEAN REDHAWK PROPERTIES/GREENTREE TOWNHOUSES WILL ENTER INTO A MONTH TO MONTH LEASE WITH ANY TENANT. WE DO NOT OFFER MONTH TO MONTH LEASES.**

### **Notice Requirements**

Any notice required hereunder shall be given by personal delivery or regular mail at Landlord's address or the address of the leased premises.

### **Failure to Occupy**

If Tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

### **Care and Maintenance of Premises**

Tenant accepts the premises in its present condition and agrees to take adequate care of the premises and to make no alterations, additions, repairs or improvements without the prior written consent of the Landlord. Tenant agrees to report promptly, in writing, to Landlord when any portion of the premises is out of repair, and to promptly reimburse Landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to Tenant, Tenant's agents, family, or guests. You are required to change the filter in your air conditioning unit once a month. If you call for maintenance due to a stopped up garbage disposal or toilet, you will be assessed a minimum charge of \$25.00 unless a mechanical malfunction is discovered. Water should be running continuously when using the garbage disposal. The patio area is to be kept clean and orderly. If Tenant does not keep the patio area clean orderly, Landlord will issue: (1) a warning; (2) a \$25.00 fine; (3) \$50.00 fine; (4) eviction. All inoperable cars in the parking lot must be removed and will be towed at owner's expense. This includes expired license plates, flat tires, and broken windows. No boats, trailers, commercial trucks, or recreational vehicles are permitted.

We provide professional pest control every three months. Tenants need to notify the office of any problems. Do not spray over the counter products, as they will negate with the products used by the professionals.

### **Equipment**

Any electrical or mechanical equipment which is part of the premises, including dishwashers, garbage disposals, automatic range and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, automatic clothes washers and dryers, will be delivered by the Landlord in satisfactory operating order. It is expressly understood that Tenant will properly operate, service, and maintain all such equipment and surrender same in satisfactory operating order at the termination of this lease. Any service, maintenance, or repair for other than normal wear and tear of parts or equipment will be at Tenant's expense. Locks and security devices may not be changed or added without prior permission from the Landlord.

### **Utilities**

Unless otherwise mentioned herein, Tenant shall pay all utilities used in or about premises. Tenant must maintain utilities at all times during occupancy. Tenant will be charged a fine of \$50.00 if utility service is disconnected in their name due to nonpayment and service is connected in Landlord's name. Heat must be left on during winter months at a setting of 60-65 degrees to ensure pipes do not freeze.

### **Occupancy**

The premises shall be used only as a private residence and as a single-family dwelling unit, and for no other purpose. Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by Tenant to any other person without the prior written consent of Landlord. If tenant deems it necessary to sublease the apartment, the Landlord will charge the tenant a fee of \$350.00 to process applications and a fee of \$200.00 if the Landlord secures a sublease tenant. Tenant will only allow guests to stay in the leased apartment a maximum of three (3) days consecutively. Any guest staying more than that amount of time, must receive prior written permission from the landlord. Landlord reserves the right to ban any guest of a tenant for any reason as permitted by law. Tenant accepts existing locks as safe and acceptable.

**Pets**

NO PETS ARE ALLOWED AT COLONY ON NORTH MONTGOMERY. IF CAUGHT WITH A PET, THERE IS A \$500.00 FINE, A \$25.00 FINE PER DAY WILL BE CHARGED UNTIL THE PET IS REMOVED. EVICTION MAY FOLLOW.

**Nuisance Clause**

Tenant, Tenant's family, and guests of Tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

**Liability of Landlord**

Landlord shall not be liable to Tenant or Tenant's guests, family, employees, agents, or servants for any personal injuries or damage to personal property caused by defects, disrepair, or faulty construction of the premises. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims for damages to premises or personal injury arising from Tenant's use of premises, or from any activity, work or thing done, permitted or suffered by Tenant in or about the premises. If, in Landlord's judgment, there is substantial damage to the premises, Landlord may terminate this lease by giving written notice to Tenant and the rent shall be prorated and the balance refunded to Tenant, less lawful deductions.

Landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of Landlord. Landlord shall have no duty to furnish smoke detectors except as required by statute. When smoke detectors are furnished, Landlord shall test same and provide initial batteries at lease commencement; thereafter, Tenant shall pay for and replace smoke detector batteries, if any, as needed.

**Tenants Insurance**

Tenant is hereby notified that Landlord's insurance does not insure Tenant against loss of personal property on the premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on Tenant's own property for fire and casualty loss and for Tenant's family for liability insurance coverage. The Landlord recommends that the Tenant obtain insurance on the Tenant's personal property.

**Contractual Lien**

Tenant does, by the execution of this residential lease, grant to Landlord an express contract lien and security interest upon all fixtures, goods, and property of Tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by Tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as Landlord may have under and by virtue of the laws of the State of Mississippi, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when Tenant is in default hereunder, Landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, Tenant must be present or written notice of entry must be left afterward.

**Default**

In the event Tenant shall default in the prompt payment of rent when same is due, or fail to perform any of the provisions of this lease, or in the event Tenant shall abandon the premises, or leave them vacant, Landlord, without further notice, may re-enter the premises by summary proceedings, or by force, without being liable for prosecution therefore. Landlord may also take possession of said premises, and remove all persons or property there from, and may elect to either cancel this lease, or to relet the premises and receive the rent therefore. Such rent shall be applied first to the expenses incurred by Landlord in entering and reletting, and then to the payment due under this lease. Tenant shall remain liable for any deficiency in the total amount due under said lease. Tenant's absence from the premises for three (3) consecutive days while all or any portion of rent is delinquent, shall be deemed an abandonment of the premises. If Tenant otherwise violates the terms of this lease, Landlord may terminate Tenant's right of occupancy by giving three (3) day's notice in writing. Landlord shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. In addition to all other remedies provided herein, Tenant agrees to compensate Landlord for all reasonable expenses necessary to enforce this lease and to collect the rental or damages for breach of this lease, including, but not limited to, all court costs and reasonable attorney's fees incurred in connection therewith.

**Inspection**

Landlord shall have the right to enter the premises at all reasonable hours to examine same or to make repairs and to show the premises to prospective tenants or purchasers.

**No Warranty of Habitability**

Landlord and Realtor hereby disclaim any Warranty or Habitability covering the premises, and Tenant hereby knowingly, voluntarily, and for consideration, waives any such warranty of habitability, it being expressly agreed and understood that Tenant has inspected the premises and has accepted it "As is," in its present condition as habitable, fit for living and suitable for Tenant's purposes. Tenant expressly further agrees that Landlord shall have no duty or obligation whatsoever, unless otherwise specified herein, to make any subsequent repairs to the premises, or any part thereof, during the term of this lease that affect or may affect the habitability of the premises or the physical health or safety of Tenant, whether or not the premises later become in a state of disrepair by reason of ordinary wear and tear or otherwise. Tenant expressly acknowledges and understands that the rental negotiated by the parties hereto takes into account that the premises are being rented in "As is" present condition.

**Fair Housing**

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of Tenant.

**Cost and Attorney's Fees**

Tenant agrees to pay all cost, interest accrued and attorney's fees in the event of a breach of any provision of this agreement.

**Acceleration Clause**

Should the Tenant default, the entire lease rental payments for the term of the lease shall become due as if the entire lease amount should have been required in advance.

**Miscellaneous**

This lease shall constitute a full understanding between the parties herein, and no other Agreement, unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the lease.

**Special Conditions**

All keys are to be turned in at the end of the lease. If they all are not turned in, Tenant agrees to pay a charge of \$30.00 to Landlord. Each apartment will be furnished with a fire extinguisher and smoke detectors, which are not to be removed from the premises. No pets are allowed in these building. No televisions may be mounted on the walls in these buildings.

We do not allow satellite television of any kind including Dish Network and Direct TV. MaxxSouth is the only cable provider we allow.

**Signed**

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Landlord/Agent for the Owner

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Tenant

  

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