

ACT OF LEASE

From: Coxo Property Management & Leasing

To:

KNOW ALL BY THESE PRESENTS:

That Coxo Property Management & Leasing located at 5500 Prytania St, New Orleans, Louisiana 70115, (hereinafter referred to as Lessor), appearing through its duly authorized agent, demises, leases and delivers unto:

_____,
LESSEE ADDRESS

_____,
CITY STATE ZIP CODE

(hereinafter referred to as Lessee), accepting and leasing for themselves, their Heirs, successors and assigns and acknowledging due delivery and possession thereof, the following described property, to-wit:

(ADDRESS OF LEASED PREMISES AND DESCRIPTION)

This lease is made and accepted fro and in consideration of all the terms, conditions, and stipulations hereinafter set forth:

1. TERM: This lease is made for the primary term of _____ commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____, however, if either party intends that the lease terminate at the expiration of the term, he or they shall give the other party written notice of such intention within THIRTY (30) DAYS prior to the expiration of the lease term; and if either party fails to furnish the required notice, the lease will automatically be renewed under the same terms and conditions.

2. PURPOSE OF LEASE: The premises are herein leased for the purposes of a private residence occupied by the following persons only: _____

_____.
The lessee is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property.

3. RENTAL: This lease is made and accepted for and in consideration of the rental price of _____ DOLLARS (\$ _____) per month, payable monthly and in advance on the first day of each calendar month during the term of the lease at the office of lesser. All rents are due on the first of each month, late as of the 5th and a late charge of \$75 per week will be due for each week the rent is not paid. _____

3.1 SECURITY DEPOSIT: Upon execution of this lease contract, Lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of _____ (\$ _____). This deposit, which is non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all the terms and conditions of this lease. This security deposit is not an advance rental. Lessee may not deduct any portion of the deposit from rent due to Lessor. This security deposit will not be considered liquidated damages. In the event of forfeiture of the security deposit due to failure of Lessee to fully and faithfully perform all of the terms and conditions of this lease contract, Lessor specifically retains all of Lessors rights under this lease contract.

Lessee shall be entitled to return of said security deposit within thirty (30) days after the premises have been vacated and inspected by Lessor, provided said premises, including all refrigerators, stoves and other appliances furnished with the premises, are returned to the Lessor by the Lessee in the same condition in which said premises have been vacated and inspected by Lessor, provided said premises, including all refrigerators, stoves and other appliances furnished with the premises, are returned to the Lessor by the Lessee in the same condition in which said premises were at the time Lessee first occupied said premises under this lease contract, and all Lessee's obligations under this lease contract have been fully and faithfully performed. Lessee agrees to deliver the premises broom clean and free of trash at the termination of this lease. The parties hereto agree and acknowledge that , in the event Lessee defaults in his obligation to surrender said premises in as good a condition as it was received, Lessee agrees to pay the sum of seventy-five DOLLARS (\$75.00) for stove cleaning, and the additional sum of seventy-five DOLLARS (\$75.00) for refrigerator cleaning. The parties hereto acknowledge and agree that these charges for cleaning are in addition to any forfeiture of the deposit for failure to faithfully fulfill Lessee's obligations under this lease.

3.2 **ACCELERATION CLAUSE:** Should lessee fail or neglect to promptly and fully pay any rental when due, he shall be allowed an additional ten (10) day period of grace to pay same, after written notice to Lessee by Lessor, and thereupon, if said rental shall not be paid at the end of said grace period, the Lessor, at its option, may declare the entire unearned rental for the whole term of this lease to be immediately due and eligible, or in the alternative, the Lessor may declare this lease terminated for failure to pay the rental.

3.3 **"FOR RENT" SIGNS AND SHOWING OF PREMISES:** Lessor reserves the right to keep posted on the premises "for Rent" signs during thirty (30) days preceding the expiration of the term of this lease, and Lessee agrees to allow the parties authorized by the Lessor to visit the premises with a view to leasing for thirty days prior to the expiration of this lease contract, from 10:00 a.m. to 7:00 p.m.

In the event the Lessee is absent from the premises during the period fixed in the last preceding paragraph, the keys to the lease premises shall be made available to Lessor so that the premises may be shown to prospective Lessees.

4. **MAINTENANCE AND IMPROVEMENTS:** Lessor shall maintain the roof and walls of the premises in good condition, and shall be responsible for major repairs to the central heating system and air conditioning system, such as replacement of compressors, and major plumbing repairs such as replacement of fixtures and corroded sewer lines.

Lessee shall maintain interior plumbing fixtures, outlets, and drains and keep them free from foreign objects and obstructions; maintain the heating and cooling systems, including cleaning and removal of filters and general maintenance; and maintain the electrical system including replacement of fixtures and lights.

Lessee shall maintain inside and outside of premises up to normal standards. It is agreed and understood by and between the parties that no additions, alterations or improvements, other than ordinary decorations and moveable partitions shall be made by the Lessee to the premises without first obtaining the written permission of the Lessor. Lessor at his option may require the premises to be restored to its original condition.

5. **TAXES:** Lessee binds and obligates himself to timely pay all taxes which may be assessed upon any improvements made by him during the primary term of this lease, and Lessor agrees to timely pay all other taxes and assessments.

6. **UTILITIES:** Lessee shall pay all utility bills, including electricity, water and gas expenses, promptly when they become due.

7. **SURRENDER OF PREMISES:** Upon termination of this lease for any cause whatever, Lessee will surrender to Lessor, its possession of the premises, in as good condition as received, the usual decay, wear and tear excepted.

8. **DAMAGE OR DESTRUCTION:** In the event the said leased premises or any part thereof are damaged or destroyed by fire, flood, tornado, hurricane, or other casualty, so as to render same untenable and said premises cannot be repaired or restored by the Lessor within ninety (90) days after the happening of said event, then this lease contract shall terminate, and rent shall be paid only to the date of such damage or destruction. In the event said premises can be repaired or restored by Lessor within ninety (90) days then the Lessor shall immediately repair said damage at its own costs and this lease shall not terminate, but the rent shall abate while said premises are being repaired or restored. In the event said premises are damaged by fire, flood, tornado, hurricane, or other casualty, but not rendered wholly untenable thereby, this lease shall not terminate, but the Lessor shall immediately repair the damages at its own costs and rent shall abate as to that portion of the premises which are rendered untenable from the date of such damage until said premises are restored and rendered satisfactory for occupancy by the Lessee.

9. **ASSUMPTION OF RESPONSIBILITY:** Lessee binds and obligates himself to hold Lessor, Lessor's agents and employees free and harmless from any and all claims for personal injury or property damages that might hereafter arise during the primary term of this lease, in favor of Lessee, his agents, employees, invites or third persons on the leased premises, based upon any present or future vices or defects in or on the leased premises, Lessee assuming full responsibility for the condition of the leased premises.

10. **HOLD HARMLESS:** Lessee shall indemnify Lessor, Lessor's agents and employees, for, and hold harmless Lessor from and against, all fines, suits, claims, demands, liabilities and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violations or non-performance of any covenant or condition hereof or from the use or occupancy of the leased premises, by Lessee or Lessee's agents, employees, licensees or invites.

10.1 **BINDING ARBITRATION:** For and in partial consideration of the leasing of said premises to Lessee, Lessee agrees that in the event of any controversy between Lessor, Lessor's agents and employees, and Lessee, his agents, employees, invites or third persons on the leased premises, or the heirs at law or personal representatives of Lessee, as the case may be, arising out of any and all claims, demands, liabilities and actions resulting or alleged to result from any breach, violation or non-compliance with the Fair Housing Act, The Americans With Disabilities Act, or any such action alleging discrimination under the Laws of the United States of America or the State of Louisiana, in connection with the use or occupancy of the leased premises, the same shall be submitted to binding arbitration. With fifteen (15) days after any of the above named parties shall give notice to the other of demand for arbitration of said controversy, the parties to the controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within fifteen (15) days after such notices have been given, the two arbitrators so selected shall select a neutral arbitrator who is an attorney, licensed to practice law in the State of Louisiana, or a notary, commissioned in the Parish in

which the leased premises are located, and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within Ninety (90) days of the date of notice of selection of the neutral arbitrator. All notices or other papers required to be served shall be served by certified United States Mail. Except as herein provided, the arbitration shall be conducted and governed by the Louisiana Arbitration Law, La R.S. 9:4201 et seq. The taking of testimony and presentation of evidence at the arbitration hearing shall be governed by the dispute arising from an alleged act of discrimination under the Fair Housing Act, the Americans With Disabilities Act, or any such dispute alleging discrimination under the laws of the United States of America or the State of Louisiana occurring during the term of this contract shall be resolved in accordance with this contract regardless of when the dispute arises.

11. **ENFORCEMENT:** Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgence or extensions previously granted.

12. **ATTORNEY FEES:** In the event it becomes necessary to employ an attorney at law or notary for the purpose of collecting rental under this lease, by suit or otherwise, Lessee obligates himself to pay the fees of the attorney so employed which fees are placed in said attorney's or notary's hands for collection, provided that in no event shall said fees be less than Two Hundred DOLLARS (\$200.00).

13. **SUBLEASE:** Lessee shall neither make a sublease nor any assignment of this lease, in whole or in part, without the prior written consent of the Lessor.

14. **WAIVER OF NOTICE:** Upon termination of this lease contract for any reason, Lessee hereby expressly waives notice to vacate premises, and specifically, Article 4701 of the Louisiana Code of Civil Procedure and Article 2713 of the Louisiana Civil Code, prior to commencement of eviction proceedings.

15. **CONTRACT TO SELL:** In the event the said premises are placed under a contract to buy or to sell, this lease contract shall terminate immediately and Lessee shall have forty-five (45) days to surrender the premises.

16. **RULES AND REGULATIONS OF OCCUPANCY:** The rules and Regulations of the Lessor are attached hereto and are made a part of this lease contract.

17. **CHANGES:** This lease shall not be changed, altered or abrogated in any respect, except by written consent of both parties executed in the same manner as this original lease.

18. No pets will be allowed unless there is the express written consent of the management company and a Full deposit must be rendered if a pet is allowed.

19. All Rents will be due regardless of a State Ordered Evacuation of the City. If the Property is habitable, (Able to be lived in regardless of utilities) Rents will be due on the First of each month. Lessee will be responsible for the removal of all foods from the appliances and shall be responsible for such appliances if the unit is damaged or unsanitary

THUS DONE AND SIGNED IN New Orleans, Louisiana

ON THE _____ DAY OF _____, 20_____.

LESSOR

LESSEE

LESSEE