

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease") is made and entered into on _____ by and between: _____ ("Landlord") and _____ (whether one or more, "Tenant").

1. PREMISES. For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord lets, leases, and demises unto Tenant, for residential purposes only, the following real property (the "Leased Premises"); _____, to have and to hold unto the said Tenant, for and during the term herein stated, subject to the covenants, terms, and conditions contained herein.

2. TERM. The Leased Premises shall be leased to Tenant for the following term:

- For a term beginning on _____ and ending on _____ (the "Initial Term"). Not less than 30 days prior to the expiration of the Initial Term of this Lease, either party may provide written notice to the other of the party's intent terminate this Lease upon expiration of the Initial Term. **VERBAL NOTICE IS INSUFFICIENT.** Upon failure of Landlord or Tenant to terminate this Lease or to enter into a new lease, this Lease shall automatically renew on a month-to-month basis, terminable by either Landlord or Tenant on not less than 30 days' written notice to the other (the "Hold Over Period").
- On a month-to-month basis, beginning on _____, and terminable by either Landlord or Tenant on not less than 30 days' written notice to the other. **VERBAL NOTICE IS INSUFFICIENT.**

3. RENT. Tenant shall pay to Landlord rent in the amount of \$_____ per month. Rent shall be paid in advance and without demand, and is due and payable in full, without deduction or abatement, on the first day of each month beginning on _____. During any Hold Over Period, the monthly rent due by Tenant shall be increased to \$_____. In the event the term of this Lease begins on a day other than the first day of the month, Tenant has tendered to Landlord the sum of \$_____ representing pro-rated rent for the first month of this Lease. In the event this Lease ends on a day other than the last day of the month, the last month's rent will not be prorated.

4. RENT INCREASES. Landlord may increase the amount of monthly rent due hereunder during any month-to-month period by providing 45 days' written notice to Tenant of the new monthly rent amount. Tenant's failure to terminate the month-to-month tenancy as set out herein shall signify Tenant's consent and agreement to pay the new rental amount.

5. PAYMENT OF RENT. Rent is payable to Landlord as follows (check all that apply):

- By check, cashier's check, or money order made payable to Landlord, and mailed to the following address: _____ **MAILED PAYMENTS ARE CONSIDER MADE WHEN RECEIVED BY LANDLORD, NOT WHEN MAILED.**
- At Landlord's office located at: _____
- By depositing rental payments or electronically transferring funds as follows: _____
- By using the following third-party online rent payment service: _____ **TENANT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY CONVENIENCE FEES.**
- Other: _____

Rent may may not be paid in cash. In the event any rent or other payment is returned is returned or dishonored due to insufficient funds or for any other reason, Tenant shall pay to Landlord an NSF fee of \$_____, and Landlord



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may, at Landlord's option, require all future rent or other payments due by Tenant to Landlord to be made by cash, money order, wire transfer, or certified funds.

6. LATE FEES. Tenant acknowledges that the late payment of rent will cause Landlord to incur costs not contemplated hereunder, the exact amount of which are not readily ascertainable. In the event that any rental payment required to be paid by Tenant hereunder is not made by the 6th day of the month, Tenant shall pay to Landlord, in addition to such payment, a late fee consisting of:

- A one-time late fee of \$ 75.00.
- A late fee of \$ 15.00 per day until such rental payment is paid-in-full.
- A late fee of \$ _____, plus \$ _____ per day until such rental payment is paid-in-full.
- Other: _____.

Landlord's acceptance of any late rent payment shall not constitute a waiver of Landlord's right to terminate this lease in the event of any future late payments and shall not waive Tenant's liability for any accrued late fees.

7. APPLICATION OF PAYMENTS. All payments received by Landlord from Tenant may be applied by Landlord to any other fees, charges, damages, attorneys' fees, or other monies owed by Tenant to Landlord, at Landlord's discretion, prior to being applied to any unpaid rent.

8. SECURITY DEPOSIT. Simultaneously with the execution of this Lease, Tenant shall tender to Landlord the sum of \$ _____, which sum does not exceed two months' rent, as a security deposit which shall be held by Landlord and shall be applied to any damages to the Leased Premises which are incurred during Tenant's possession (ordinary wear and tear excepted) or to damages sustained by Landlord as a result of Tenant's breach of this Lease, including unpaid rent. **TENANT ACKNOWLEDGES THAT SECURITY DEPOSIT IS NOT PREPAYMENT OF ANY RENT SHALL NOT RELIEVE TENANT OF TENANT'S OBLIGATION TO PAY THE LAST MONTH'S RENTAL IN FULL.** Landlord's application of the security deposit to any damages is in addition to and not exclusive of any other rights or remedies Landlord may have against Tenant. Any unused portion of the security deposit, after deductions allowed by law, will be refunded to Tenant, without interest, after termination of the Lease. Tenant shall inform Landlord in writing of the address to which any unused portion of the security deposit is to be returned, and upon Tenant's failure to do so, Landlord will return the unused portion of the security deposit to Tenant care of the Tenant's address for notice hereunder.

9. AGENCY. Tenant acknowledges that Landlord:

- Is the owner of the Leased Premises.
- Is the agent for the owner of the Leased Premises, with full authority to possess, manage, repair, and lease the Leased Premises on the owner's behalf.

10. OCCUPANTS. The Leased Premises will only be occupied by Tenant and the following authorized additional occupants:

Name	Birthdate	Relationship to Tenant
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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No other occupants are permitted other than the occasional guest. A guest will be considered to be an unauthorized occupant rather than an occasional guest if (i) the guest has been previously evicted by Landlord or has otherwise been asked to leave the Leased Premises by Landlord due to the guest's violations of the property rules, or (ii) the guest has stayed overnight in the Leased Premises for seven days collectively in any calendar month without Landlord's prior written consent. Occupancy of the Leased Premises by any unauthorized occupants shall constitute a material breach of this Lease.

11. PETS. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant shall not keep any pets on the Leased Premises. In the event any unauthorized pet is kept on the Leased Premises, Tenant will be subject to an unauthorized pet charge of \$ 250.00 plus \$ 20.00 per day until the pet is removed from the Leased Premises.

12. SMOKING. Smoking or vaping is not permitted at any time inside the Leased Premises. In the event Tenant or any occupant, guest, or invitee smokes or vapes inside the Leased Premises, Tenant will be subject to a smoking penalty of \$ 500.00. Tenant will additionally be required to pay all costs associated with remediating any smoke odor from the Leased Premises upon termination of this Lease, including the cost to repaint or replace carpets, if necessary.

13. KEYS; GARAGE DOOR OPENERS. Tenant acknowledges that Landlord shall retain keys to the Leased Premises to enable Landlord's entry into the Leased Premises as set forth in this Lease. Tenant has been furnished with the following keys by Landlord:

_____ Door keys _____ Laundry keys
_____ Mailbox keys _____ Other (specify): _____

Tenant shall not change or allow any locks on the Leased Premises to be changed by any party other than Landlord. In the event Tenant changes or permits any lock on the Leased Premises to be changed, Landlord may enter onto the Leased Premises for the purposes of re-keying the locks, with Tenant being responsible for all expenses incurred by Landlord in re-keying the Leased Premises. Upon failure to return any key issued to Tenant upon vacating the Leased Premises, or in the event of a lost or stolen key, Tenant shall be responsible for the cost of re-keying. Upon termination of this Lease, Tenant shall return all keys issued by Landlord and all copies of such keys.

To the extent the Leased Premises has an automatic garage door, Landlord has furnished _____ garage door openers to Tenant, which Tenant acknowledges are in functioning order. Tenant shall be responsible for replacing the battery, if any, in the garage door openers and shall be responsible for any cost associated with any reprogramming of garage door openers and replacement of any damaged garage door openers. Upon termination of this Lease, Tenant shall return all garage door openers to Landlord upon termination of this Lease.

14. VEHICLES AND PARKING. Tenant's lease of the Leased Premises shall entitle Tenant to use of the parking lot, if any, serving the Leased Premises. Tenant's use of such parking lot and common areas may not unreasonably interfere with the use of such parking lot by Landlord or other tenants of Landlord. Landlord, in Landlord's discretion, may assign designated parking spaces to Tenant and/or may designate parking spaces for guests. Landlord may additionally require Tenant to display a parking permit. Only those vehicles listed on the Tenant's rental application, which application is incorporated herein by reference, and such vehicles as Landlord may approve in writing, are permitted to be parked on the Leased Premises by Tenant or any occupant of the Leased Premises:

Owner	Make	Model	Color	License Plate
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Tenant shall notify Landlord in writing of any changes in the vehicles listed in the rental application or listed above. Tenant, and Tenant's guests, invitees, and other occupants of the Leased Premises, shall not park any vehicles the Leased Premises other than in designated driveways, garages, carports, parking spaces, or public streets. Tenant shall promptly remove any vehicles leaking oil, gasoline, coolant, or other fluid from the Leased Premises until repaired and shall clean up any leaked fluids. Neither Tenant nor any of Tenant's guests or invitees shall park any inoperative or unregistered vehicles

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on the Leased Premises. No commercial vehicles, trailers, RVs, campers, boats, or other vehicles may be parked on the Leased Premises or in any parking lot or common areas of the Leased Premises at any time without Landlord's prior written consent. Landlord may cause any vehicle parked in violation of this paragraph to be towed at Tenant's expense.

15. USE. Tenant agrees to use the Leased Premises for residential purposes only unless otherwise consented to by Landlord in writing. Tenant shall comply with all federal, state, and local laws with regard to the possession and occupancy of the Leased Premises. Tenant shall not cause any hazardous waste or materials as defined by federal law to be present or stored upon the Leased Premises. Tenant shall not keep on the Leased Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion.

16. CARE OF LEASED PREMISES. Tenant shall use reasonable diligence in the care of the Leased Premises, and shall at all times maintain the Leased Premises in a clean and sanitary condition. Tenant shall not make any holes or place any stickers inside or outside the Leased Premises. Additionally, Tenant shall: (a) replace, at Tenant's cost, any consumable materials including, but not limited to, light bulbs, air conditioner filters, and the like; (b) report in writing to Landlord any items needing repair, with Tenant being responsible for any damages to the Leased Premises caused by a failure to timely report any problems; (d) pay all costs to repair, replace, or rebuild any portion of the Leased Premises damaged, whether through act or negligence, by the Tenant or any other occupants, guests, or invitees of the Leased Premises; (e) pay for any fees or charges incurred as a result of Tenant's failure to keep appointments with repair people; (f) pay for any damage done by rain or wind as a result of leaving windows or doors open; and (g) regularly inspect the Leased Premises for water leaks, moisture, mold, and mildew and immediately notify Landlord, in writing, if Tenant detects leaks, mold or mildew within the Leased Premises.

17. PEST CONTROL. Tenant shall be responsible for maintaining the Leased Premises in a pest-free manner, *i.e.*, free of fleas, roaches, rodents, bed bugs, and other vermin. Tenant shall maintain the Leased Premises in a sanitary condition at all times and shall take reasonable precautions to prevent infestation by pests. In the event the Leased Premises becomes infested with pests, Tenant shall hire a certified pest control provider acceptable to Landlord to eradicate the infestation in the Leased Premises at Tenant's cost. If the Leased Premises is located within a multi-unit development and if warranted, Tenant may additionally be required by Landlord to treat, at Tenant's cost, any neighboring units if it is determined that an infestation originated in the Leased Premises and then spread to neighboring units. In the event the Leased Premises becomes infested with pests and Tenant fails to timely remedy the infestation, Landlord may hire a pest control company of Landlord's choosing to treat the Leased Premises, with the costs of such treatment being billed to Tenant and payable by Tenant to Landlord within 14 days. In the event any treatment of the Leased Premises is required, Tenant shall make the Leased Premises available for treatment upon request and shall fully cooperate with all requests or directions of the pest control provider, including, but not limited to, requests to remove and properly dispose of any contaminated belongings which cannot be treated and salvaged.

18. CONDITION OF LEASED PREMISES. With the exception of any implied warranties created by law, Landlord makes no express or implied warranties as to the condition of the Leased Premises. Tenant acknowledges that Tenant has inspected the Leased Premises prior to executing this Lease (or has knowingly waived the opportunity to do so) and accepts the Leased Premises in its as-is condition. Prior to occupying the Leased Premises, Tenant shall note any defects or damages in a writing countersigned by Landlord. **FAILURE TO NOTE ANY DEFECTS IN A WRITING COUNTERSIGNED BY LANDLORD WILL BE CONCLUSIVE PROOF THAT SUCH DEFECT DID NOT EXIST UPON MOVE-IN.**

19. QUIET AND PEACEFUL POSSESSION. Landlord covenants and agrees with Tenant that it has a good and faithful right to execute this Lease and that, as long as Tenant shall pay the rent herein provided for and shall keep, observe, and perform all of the other covenants of this Lease by it to be kept, performed, and observed, Tenant shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term hereof.

20. REDELIVERY OF LEASED PREMISES. Upon termination of this Lease, Tenant will peaceably and quietly deliver possession thereof to Landlord in the same condition as when Tenant took possession, ordinary wear and tear excepted, and in a "broom-clean" condition.

21. PROPERTY RULES. Tenant agrees to abide by all property rules, if any, furnished by Landlord to Tenant simultaneously herewith or posted from time-to-time by Landlord on the Leased Premises. If any provision of the property rules conflicts with any term of this Lease, the provision as set forth in the property rules shall control. Tenant further agrees to abide by any posted signs in the community or complex in which the Leased Premises is located.

22. UTILITIES. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant shall be responsible for furnishing, at Tenant's expense, all utilities, and services (electric, water, sewer, trash, internet, and the like), required by Tenant.

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23. INSPECTION; ENTRY ONTO LEASED PREMISES. Landlord and Landlord's agents shall have the right to enter the Leased Premises on reasonable notice to Tenant (or at any time and without notice in the event of an emergency) for the purposes of inspecting the Leased Premises or performing repairs on the Leased Premises. Landlord and its agents shall further have the right, on reasonable notice to Tenant, to exhibit the Leased Premises to any potential purchasers or future lessees of the Leased Premises. Landlord reserves the right to display the "for sale", "for rent", or "vacancy" signs on the Leased Premises.

24. REPAIRS. Tenant shall promptly inform Landlord, in writing, if the Leased Premises or any appliance furnished by Landlord in the Leased Premises is in need of repair. Tenant shall make the Leased Premises reasonably available to Landlord and/or repairmen hired by Landlord to make the needed repairs. **TENANT SHALL NOT MAKE ANY REPAIRS TO THE LEASED PREMISES WITHOUT LANDLORD'S WRITTEN CONSENT.** If Landlord determines that any item needing repair was damaged due to the misuse, waste, negligence, or intentional act of Tenant or any other occupant, guest, or invitee of the Leased Premises, Tenant will be responsible for the costs of all repairs and will reimburse Landlord within 14 days of being billed for the costs of such repairs. In the event that the Leased Premises is untenantable until repairs are finished, and such damages being repaired were not caused by the misuse, waste, negligence, or intentional act of Tenant or any other occupant, guest, or invitee of the Leased Premises, Landlord may, at Landlord's option, (i) terminate this Lease with a pro-rata refund of any prepaid rent to Tenant, or (ii) notify Tenant of Landlord's intent to repair the Leased Premises, with an abatement of rent during the time period in which the Leased Premises is untenantable. Tenant releases and holds Landlord harmless from any claims, losses, damages, or inconveniences incurred by Tenant or any occupant, invitee or guest of the Leased Premises, as a result of any item or appliance in the Leased Premises failing or needing repair or any claims, losses, damages or inconveniences which are caused by repairs.

25. ALTERATIONS, AND IMPROVEMENTS. Tenant shall make no alterations, or improvements to the Leased Premises, and shall not paint, wallpaper, or change any fixtures on the Leased Premises, without Landlord's written consent. Provided, however, that nothing herein shall prohibit Tenant from making a correct installation, at Tenant's expense (and maintaining, at Tenant's expense), a battery-powered or plug-in smoke or carbon monoxide detector. Any alterations or improvements made to the Leased Premises (whether made with the consent of the Landlord or not) shall, at Landlord's option, (i) become the property of Landlord upon the termination of this Lease without reimbursement or other payment to Tenant, or (ii) be removed by Tenant (and the Leased Premises restored to its previous condition) at Tenant's sole expense. Tenant shall hold Landlord harmless (and the owner of the Leased Premises, if not owned by Landlord) as to any mechanics' or materialmen's liens asserted against the Leased Premises as a result of any alterations or improvements made by Tenant.

26. ASSIGNMENT. Tenant may not assign this Lease or sublet the Leased Premises without Landlord's prior written consent. Landlord may assign this Lease to any subsequent purchaser of the Leased Premises or any subsequent or successor property manager for the Leased Premises.

27. DESTRUCTION OF LEASED PREMISES. In the event the Leased Premises is damaged by fire, natural disaster, or other casualty not due to the negligence of Tenant, Landlord may, at Landlord's option, (i) terminate this Lease with a pro-rata refund of any prepaid rent to Tenant, or (ii) notify Tenant of Landlord's intent to repair the Leased Premises, with an abatement of rent during the time period in which the Leased Premises is untenantable. In the event of such casualty, Landlord is released from all claims, losses, damages, or inconveniences incurred by Tenant as a result of such casualty.

28. RISK OF LOSS; INSURANCE. Tenant acknowledges that neither Landlord nor its insurance will be responsible for any damage or loss to any of Tenant's personal property on the Leased Premises regardless of the cause of such damage, including damages caused by fire, theft, flood, wind, rain, leaks, water seepage, or sewage backup, and Tenant shall be solely responsible for any damages to Tenant's (or any other occupants', guests', or invitees') personal property and vehicles during the term of this Lease. Further, Tenant:

Is required to obtain, and maintain at all times during this Lease, a contents insurance policy (also known as "Renter's Insurance") from an insurance company of Tenant's choosing licensed to do business in the State of Arkansas. Such insurance policy shall additionally provided liability coverage in the amount of not less than \$_____, and shall name Landlord as an additional insured. Tenant shall furnish to Landlord written evidence of such insurance coverage as may be requested by Landlord from time-to-time.

Is not required to obtain insurance. Tenant is encouraged to obtain a contents insurance policy with liability coverage protecting Tenant in the event of any property damage, accident, injury, or death.

29. SUBORDINATION OF LEASE. This Lease, and Tenant's interest hereunder, are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Owner, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest

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payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances. Tenant acknowledges that Landlord's lender, if any, may require regular inspections of the Leased Premises and Tenant agrees to cooperate with said inspection requests and maintain the Leased Premises in a manner as reasonably required by Landlord's lender from time to time.

30. COMPLIANCE WITH LAWS. Tenant agrees not to violate any law, ordinance, rule, or regulation of any governmental authority having jurisdiction of the Leased Premises.

31. WASTE. Tenant agrees not to commit waste nor permit waste to result to the Leased Premises, and not engage in any behavior (or permit others to engage in behavior) which constitutes a public or private nuisance. Tenant will, at Tenant's expense, keep and maintain the Leased Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall: (a) not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; (b) keep all windows, glass, window coverings, doors, and hardware in good, clean order and repair; (c) not obstruct or cover the windows or doors; (d) not leave windows or doors in an open position during any inclement weather; (e) not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space; (f) not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; (g) keep all air conditioning filters clean and free from dirt and regularly changed; (h) keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed, and shall not allow any sweepings, rubbish, sand, rags, ashes, feminine hygiene, flushable wipes or other substances to be thrown or deposited therein, with any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse being borne by Tenant; (i) maintain order in the Leased Premises and at all places on the Leased Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; (j) keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents; and (k) dispose of all trash, garbage, rubbish or refuse and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

32. TENANT'S DEFAULT. If Tenant shall fail to pay any rent, late fee, or other charge when due, or shall breach any other agreement or covenant contained within this Lease, or shall breach any agreement or covenant contained in any addendum executed in connection with this Lease, or shall breach any property rule made in compliance with this Lease, Landlord shall have the right, without limitation upon any other rights which may be given Landlord by law or by any other provision of this Lease or any addendum, to declare this Lease as having been terminated. Notwithstanding such termination, Tenant shall remain responsible for payment of all remaining rent payments due hereunder. Tenant shall reimburse Landlord for all expenses incurred because of the breach or early termination, including, but not limited to, to attorneys' fees, costs of collection, costs of eviction, lost rents, damages to Landlord's property, any other costs described in this Lease. This paragraph shall survive the expiration or early termination of this Lease.

33. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Leased Premises or any part thereof, or if Landlord believes, in good faith, that Tenant has vacated the Leased Premises after having been notified of Tenant's default under this Lease or after having failed to pay rent when due, Landlord may, at Landlord's option, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. If Landlord's right of reentry is exercised following abandonment of the Leased Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Leased Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

34. TERMINATION FOR VIOLATION, DANGEROUS AND/OR ILLEGAL BEHAVIOR. Landlord may terminate this Lease by giving written notice to Tenant if Tenant, or any other occupant, guest, or invitee of the Leased Premises, willfully or intentionally commits a violent act, behaves in a manner which constitutes or threatens to be a real and then present danger to the health, safety, or welfare of the life or property of others, or commits any illegal act on the Leased Premises. In the event this Lease is terminated for such reason, Tenant shall immediately vacate the Leased Premises. The written notice furnished to Tenant may be combined with a notice to quit.

35. TELEPHONE NUMBERS AND EMPLOYMENT. Tenant agrees to furnish in writing to Landlord Tenant's phone number and employment information and to notify Landlord promptly in writing of any changes to Tenant's phone number or employment information.

36. FREEZING WEATHER. Tenant shall take all reasonable precautions to prevent damage to the Leased Premises caused by freezing weather conditions. Tenant shall disconnect all garden hoses from outdoor faucets prior to freezing weather and shall open cabinets under fixtures which are adjacent to outside walls to allow warm air circulation near water

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and waste pipes. Tenant will maintain a minimum temperature of 60°F in the Leased Premises during freezing weather. If water or waste pipes are frozen, Tenant will notify Landlord immediately and in writing. Tenant will be responsible for all damages caused by frozen pipes if it is determined that Tenant failed to take due precaution to prevent the freezing or fails to notify Landlord of the problem in a timely manner.

37. WATER FILLED FURNITURE. Tenant shall not bring any water-filled furniture, such as water beds, onto the Leased Premises.

38. OUTSIDE AND YARD MAINTENANCE. Tenant is responsible for keeping all areas outside of the Leased Premises free of personal property, garbage, debris, animal feces, and or any other unsightly items. Additionally:

Tenant shall be responsible for maintaining the lawn and grounds of the Leased Premises in a reasonable and prudent manner, including pruning of shrubs and small trees, weeding of flowerbeds, mowing, and watering of grass during periods of drought. Upon Tenant's failure to do so, Landlord may cause a lawn care service of Landlord's choosing to enter onto the Leased Premises to maintain the lawn and grounds, with such cost being billed to Tenant and Tenant shall pay to Landlord within 14 days.

Landlord shall be responsible for maintaining the lawn and grounds of the Leased Premises.

39. POOL. If the Leased Premises is served by a pool, Tenant agrees to abide by all posted pool rules. Tenant recognizes and agrees that no lifeguards are on duty and assumes the risk of use of the pool.

40. CREDIT REPORTING. Tenant acknowledges that if Tenant fails to fulfill the terms of Tenant's obligations within this Lease, Landlord may submit a negative credit report reflecting the Tenant's credit to a credit-reporting agency

41. SEVERABILITY. Each paragraph of this Lease is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

42. INTERPRETATION. This Lease shall be interpreted according to and enforced under the laws of the State of Arkansas.

43. NOTICE. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed. Notices shall be given to Tenant and Landlord as follows:

	If to Tenant:	If to Landlord:
Address:	_____	_____
	_____	_____
	_____	_____
Email:	_____	_____
	_____	_____

Each party shall promptly inform the other party, in writing, of any change in the address for notice. Each party shall additionally furnish to the other the party's telephone number for emergency communications.

44. SALE OF LEASED PREMISES. The Leased Premises:

- is not currently listed for sale by its owner.
- is currently listed for sale by its owner. **Tenant acknowledges that the leasehold interest created by this Lease is subject to the potential sale of the Leased Premises and, in the event of a sale, the term of this Lease may be terminated at the option of the purchaser on not less than 30 days' written notice to Tenant.** In the event the Lease is terminated pursuant to this clause, Tenant will receive a prorated refund of any prepaid rent. While the Leased Premises is listed for sale, Tenant agrees to cooperate with all efforts of Landlord and/or the owner of the Leased Premises in showing the Leased Premises to prospective purchasers. Tenant acknowledges that Landlord may place

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"for sale" signs on the Leased Premises. Tenant agrees to make the Leased Premises available for showings on reasonable notice by Landlord to Tenant, and further agrees to clean and maintain the Leased Premises in a clean and neat condition for such showings. Tenant acknowledges that Tenant's failure to cooperate with showings or maintain the Leased Premises in a clean and neat condition for such showings shall constitute an event of default under this Lease.

45. HEADINGS. Paragraph titles or captions contained in this Lease are inserted as a matter of convenience and for reference purposes only, and in no way define, limit, interpret, extend, or describe the scope of this Lease or any provision of this Lease.

46. NO WAIVER BY LANDLORD. It is agreed that the failure of Landlord to invoke any of the available remedies under this Lease or under law in the event of one or more breaches or defaults by Tenant under the Lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Landlord from invoking such remedies in the event of any future breach or default. Landlord's receipt and acceptance of any payment from Tenant which is tendered not in conformity with the provisions of this Lease or following breach of this Lease by Tenant (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of Landlord to recover any payments then due and owing by Tenant which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Leased Premises because of Tenant's previous default.

47. SPECIAL PROVISIONS. The parties agree to the following special provisions, which special provisions supersede any contrary provisions of this Lease or any addendum or other written agreement executed in connection with this Lease: _____

48. ENTIRE AGREEMENT. This Lease (together with any additional addendums or other written agreements entered into by Landlord and Tenant) constitutes the entire agreement of the parties. It is understood and agreed that no representations, promises, warranties or agreements have been made between the parties hereto or their agents, except as stated herein, and that this Lease (and any additional addendums or other written agreements entered into by Landlord and Tenant simultaneously herewith) supersedes all prior agreements, understandings and negotiations between the parties respecting the Leased Premises.

49. LANDLORDS' LIEN. Pursuant to Ark. Code Ann. § 18-16-1 08, upon the voluntary or involuntary termination of this Lease, all property left in, on, or about the Leased Premises by Tenant or any other occupants, guests or invitees of the Leased Premises and shall be considered abandoned, and may be disposed of by Landlord as Landlord shall see fit and without recourse by Tenant or any quest, invitee, or occupant of the Leased Premises. Tenant shall further indemnify and hold Landlord harmless from any claims asserted against Landlord as a result of Landlord disposing of such property. Any personal property placed on the Leased Premises by Tenant is subjected to a lien in favor of Landlord for the payment of all sums agreed to be paid by Tenant.

50. ATTORNEYS' FEES. In the event it becomes necessary for Landlord to institute any action at law to recover possession of the Leased Premises upon termination of this Lease, or to sue for judgment for any unpaid rent or other charges hereunder, Tenant agrees that Tenant will pay all costs and expenses of such action, including a reasonable attorney's fee

51. MISCELLANEOUS. Time is of the essence for this contract. Tenant and Landlord hereby agree that each has played an equal part in the negotiations and drafting of this Lease, and in the event any ambiguities should be realized in the construction or interpretation of this Lease, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Lease.

52. JOINT AND SEVERAL LIABILITY. Each of the undersigned signing as Tenant, whether or not in actual possession of the Leased Premises, are jointly and severally liable for all obligations of Tenant under this Lease including but not limited to rental and property damages, and shall indemnify Landlord and hold Landlord harmless from any and all claims, actions, liabilities, costs, damages, and expenses arising from and/or relating to this Lease for personal injuries or property damage, caused or permitted by Tenant or Tenant's guests or invitees.

Tenant Initials: _____

53. LEAD PAINT DISCLOSURE. To Landlord's knowledge:

- The Leased Premises, or one or more improvements on the leased Premises, were constructed on or before 1978. A Lead Paint Disclosure Addendum is attached to this Lease and is incorporated by reference.
- Neither the Leased Premises nor any improvements on the Leased Premises were constructed after 1978 and should not contain any lead based paint.

This Lease is executed as of the date first written above.

Landlord:

Tenant:
