

# COLEMAN & COLEMAN PROPERTIES, LLC

## RENTAL CONTRACT FOR

705 FOREMAN DRIVE LAFAYETTE, LA 70506

In consideration of the agreements of the Resident(s), known as:

*Brooks Elliston*

The owner hereby rents them the dwelling located at 705 Foreman Drive Lafayette, LA 70506 for the period commencing on the \_\_\_\_\_ and monthly thereafter until the last day \_\_\_\_\_ at which time this Agreement is terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. **RENT:** To pay as rental the sum of **\$1075 per month**, due and payable on the first day of every month. Failure to Resident agrees to have payment no later than the fourth day of each month. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises and seize the security deposit.
2. **LATE FEE:** Rent received after the fourth day of the month will be subject to a late fee of \$25 and \$25 thereafter each week payment is delayed.
3. **BAD CHECKS:** Residents further agree to pay as a service charge the larger of \$10 or 5% of the amount of any dishonored check, regardless of cause.
4. **APPLIANCES:** The above rental payment specifically **EXCLUDES** all appliances not permanently affixed. Appliances located at or in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation. In the event they fail to function after occupancy is started, the Resident may have them repaired at no cost to Owner or request Owner to remove them.
5. **NON-SMOKING/DRUG FREE ENVIRONMENT:** Resident agrees to maintain a smoke-free/drug-free environment. Likewise, any criminal activity will be grounds for immediate eviction from the premises.
6. **EXTRA VISITORS:** To use said dwelling as living quarters only for \_\_\_\_\_ and to pay \$75.00 each month for each other person who shall occupy the premises in any capacity other than visiting.
7. **ACCEPTANCE OF PROPERTY:** Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
8. **MAINTENANCE:** Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident. Resident agrees to provide pest control in the event it is needed.
9. **VEHICLES:** Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only \_\_\_\_\_ **ONLY ON THE PAVED DRIVEWAYS PROVIDED.** Resident agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a

current registration and tag, except in the garage. RESIDENT AGREES THAT ANY VEHICLE PARKED ON ANY UNPAVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION MAY BE TOWED AND STORED AT RESIDENT'S EXPENSE BY "DIRECT TOWING" OR OTHER TOWING

10. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.

11. SECURITY DEPOSIT: Resident agrees to pay a **security deposit in the amount of \$500** to secure residents pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent, unpaid service charges, or repairs deemed necessary. Shout resident fail to give a 30 notice of termination of rental term the entire sum of the initial deposit will be forfeited.

12. PETS: Resident agrees to pay a **non-refundable pet fee of \$300 per pet**. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Resident harbors and undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Resident specifically understands and agrees:

A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;

B. That the Resident is solely responsible for any and all damage to the owner's property including, but not limited to the premises, carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;

C. That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Resident's pet(s) and in this regard does hereby agree to hold the owner harmless for any such damage;

D. That all pet(s) should be card for and maintained in a humane and lawful manner;

E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident's pets;

F. That all pets shall be maintained so as to not cause annoyance to others.

13. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:

A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.

B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.

C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.

D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.

E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

F. Maintaining the lawn in the manner in which it was rented including regular mowing and weed eating.

G. **No changes or additions may be made to the structure of the property** without

- prior written consent of the owner. Walls may not be painted a different color. No satellite dishes may be affixed to any part of the structure including roof.
14. SUBLETTING: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in the Rental Agreement, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.
  15. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
  16. OWNER'S STATEMENTS: All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.
  17. ABANDONMENT: If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident's expense.
  18. RIGHT TO SIGN: The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
  19. UTILITIES: Residents shall be responsible for payments of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
  20. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk. Resident agrees to list Owner as "additional insured" on their insurance policies. \_\_\_\_\_(initials)
  21. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owners property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.

22. WATERBEDS: In the event any occupant of the premises shall use a flotation bedding system, the Resident shall carry an insurance policy with a loss payable clause payable to the owner. This policy should cover personal injury and damage to the owner, and should be in a form standard to the industry. The minimum limits should be \$ 100,000. In the event the Resident installs a flotation bed installation, then the Resident is in default, and owner will have remedies as per paragraph 20 above.
23. TERMINATION: After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner.
24. METHOD OF PAYMENT: The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be redeposited. The Resident will be notified by a 3 day notice, and will be required to pay the amount due, including the bad check charge, in cash. Resident is aware that owner may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.
25. DELIVERY OF RENTS: Rents may be mailed through the U.S. mail to :

***Coleman and Coleman Properties, LLC***  
***1121 Camellia Blvd Unit 202***  
***Lafayette, LA 70508***

Any rents lost in the mail will be treated as if unpaid until received by Owner.

26. RETURN OF DEPOSIT: Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statutes and as follows:
  - A. The full term of this agreement has been completed.
  - B. Formal written notice has been given as per paragraph 23 above.
  - C. No damage or deterioration to the premises, building(s), or grounds is evident.
  - D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
  - E. Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
  - F. All keys and remotes have been returned, including keys to any new locks installed while resident was in possession.
  - G. A forwarding address has been left with the owner.Thirty days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by certified letter. If such written claim is

not sent, the owner relinquishes his right to make any further claim on the deposit and must return it to the Resident provided Resident has given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 7 days in advance.

27. **PHONE:** Resident agrees to install and maintain telephone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation.
28. **ELECTRIC AND WATER:** Resident agrees to transfer the gas, electric, and water service charges to their name immediately upon occupancy and to make arrangements for meter readings as needed.
29. **OWNERS ACCESS:** Resident specifically agrees to permit the owner or service providers access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. To maintain quality of property, owner will perform a monthly inspection of property and will change a/c filters at the time of inspection.
30. **REPAIRS:** In the event repairs are needed beyond the competence of the Resident, he or she is required to contact the Owner who will arrange for professional assistance.  
**REPAIRS MADE BY TENANT WITHOUT PRIOR CONSET FROM OWNER WILL RESULT IN THE TENANT BEING RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR.**  
Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.
31. **WORKER'S WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
32. **SMOKE DETECTORS:** Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.
33. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.
34. **BANKRUPTCY:** In the event of bankruptcy or state insolvency proceeding being filed against the Resident, this heirs, or assign, at the option of Owner, his agent, heirs, or assigns, and immediately declare this contract null and void, and to once resume possession of the premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.
35. **ACKNOWLEDGMENT:** In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS \_\_\_\_\_

\_\_\_\_\_

Resident

\_\_\_\_\_

Resident

\_\_\_\_\_

Owner