

**PROVENCAL**  
DEVELOPMENT, LLC

**Residential Lease Agreement**

THIS AGREEMENT OF LEASE (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Provencal Development, LLC (to be referred to as Landlord or Agent for Landlord) and each of the following persons (all such persons being referred to herein as "Tenant" or "Resident"):

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

1. **DESCRIPTION OF UNIT AND TERM:** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, a unit with a mailing address of 24\_\_\_\_ Brightside Drive Baton Rouge, L.A. 70820 Unit # \_\_\_\_\_ (the "Unit") in \_\_\_\_\_ located in Baton Rouge, Louisiana (the "Property"), which specific space shall be selected by Agent prior to the commencement of the Term (as hereinafter defined) in Agent's sole and absolute discretion. The Unit consists of \_\_\_\_\_ (\_\_\_\_) bedroom(s), \_\_\_\_\_ (\_\_\_\_) bathroom(s), a kitchen and a living/dining area, together with all applicable fixtures, furnishings and appurtenances. It is understood that Tenant's rental space consists of the exclusive use and occupancy of the Unit (together with any and all applicable fixtures, furnishings and appurtenances).

The Unit is to be used and occupied by Tenant as a residence exclusively, for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ at 1:00 P.M., unless terminated sooner as provided herein (hereinafter the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a College or University in Baton Rouge, Louisiana, or is unable to continue occupying the Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Unit has not been delivered, due solely to Landlord's inability to deliver, within 30 days of the commencement of the Term.

2. **RENEWAL OF LEASE TERM:** This lease does not automatically renew. If tenant(s) desire to renew the lease, a renewal agreement must be signed by the first Monday in January of the year in which the lease will expire.

3. **RENT:** Tenant, in return for the use of the Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$\_\_\_\_\_, without offset or deduction (the "Rent"). The first installment of Rent of \$\_\_\_\_\_ shall be due no later than \_\_\_\_\_ 1, 20\_\_\_\_. Commencing \_\_\_\_\_ 1, 20\_\_\_\_, Rent shall be paid on the 1<sup>st</sup> day of each month when the installment is due, in advance and without demand, in monthly installments of - \$\_\_\_\_\_. Rent not received by the 5<sup>th</sup> day of the month will be delinquent. Tenant must make all rental payments by means of personal check. The check can be mailed, dropped in the rent box, or left with the employee on duty at the clubhouse. Tenant may not withhold or offset rent for any reason whatsoever.

4. **LATE FEES:** In the event the Rent is not paid prior to the close of business on the 5th day of the month when the installment is due, Tenant shall pay a late charge equal to the amounts below:

\$50.00 for rent received after the 5th of the month

\$150.00 for rent received after the 10th of the month

\$300.00 for rent received after the 15<sup>th</sup> of the month

\$50 for any NSF fees

5. **SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a non-interest bearing security deposit in an amount equal to \_\_\_\_\_ (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. The Security Deposit is not advanced Rent and Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, and Tenant shall replace such amounts used within 10 days notice from the Landlord. Upon expiration or earlier termination of this Lease, and upon surrender of the Unit to Landlord pursuant to the conditions set forth in Sections 11, 18, and 19 below, and upon full payment of all sums due Landlord hereunder, the Security Deposit or any portion remaining unapplied (without any interest) shall be returned to Tenant within 60 days. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Unit, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to possession of the Unit for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same are joint, several and solidary obligations with the other tenants and guarantors in the Unit and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Unit who actually paid money toward the Security Deposit. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable Pet Fee. Damages, charges and fees due as a result of redecoration, a pet or otherwise may be deducted from the Security Deposit.

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6. **SUB-LEASE AND RELEASE FROM THIS LEASE** - Tenant is not permitted to sublet, assign, or grant use of the leased premises without the written consent of Landlord, and then only in accordance with the following terms and conditions:
- a. A fee of 100% of one full month's rent will be due and payable to landlord in advance of any efforts being undertaken by landlord to locate another tenant.
  - b. A new tenant must be located, application taken and approved, new lease signed and rent collected before current tenant will be released from this lease.
  - c. Current tenant will be responsible for continuing to pay the full rental amount, per this agreement, on a continuous basis until item "b" above is fulfilled. Any double rent collected will be refunded to current tenant after vacancy of premises, certification of condition, and move-in of new tenant and rent collected.

7. **CONDITION OF UNIT AND WAIVER OF WARRANTY:** Tenant hereby acknowledges that, upon Tenant taking possession of the Unit at the beginning of the Term, in its "as is" present condition with no warranties of any kind concerning the condition or character of the Unit; Tenant has inspected the Unit, and Tenant agrees that the Unit and its applicable fixtures, furnishings and appurtenances are in good repair and in fit and habitable condition, except as otherwise specifically noted on the walk through inspection form (hereinafter Exhibit "A", which is incorporated herein by reference) which is completed by Tenant within seventy-two (72) hours of taking possession of the Unit. A copy of Exhibit "A" shall be provided to the Tenant upon Tenant's request. **TENANT HEREBY WAIVES ITS RIGHT TO OBJECT TO: (I) THE PHYSICAL CHARACTERISTICS OF THE UNIT AND (II) ANY AND ALL EXISTING CONDITIONS, VICES OR DEFECTS. FURTHERMORE, TENANT HEREBY EXPRESSLY WAIVES THE WARRANTY UNDER LOUISIANA CIVIL CODE ARTICLE 2696 TO THE FULLEST EXTENT TO THE LAW.**

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This Lease and Tenant's interest in the Unit are and shall be subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Property by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrance.

8. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Unit in good and clean condition, excepting reasonable wear and tear, and to make no alternations, improvements or additions thereto without Landlord's prior written consent, any and all alterations, improvements or additions, including without limitation any process that involves the sawing, sanding, filing, carving, or penetration of any component of the Unit or the Property, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Unit at the expiration or earlier termination of this Lease. Any and all alternations, improvements or additions built, constructed or placed on the Unit or the Property by Tenant without Landlord's written consent may be removed by Landlord and the Unit may be restored to their original state, all at the Tenant's sole expense, with such expense constituting additional rent hereunder, and Tenant shall have no right to exercise the provisions of Louisiana Civil Code article 2695.

Damages beyond reasonable wear and tear may include but are not limited to broken or missing locks, damage to a door from forced entry, torn, stained or burned carpeting, rust or oil stains on carpet, badly scratched or gouged wood floors, cracked tiles, stain or damage on ceiling from overflowed tub or toilet, holes in walls from carelessness, excessive nail holes in a wall, unapproved tenant paint job, marks on walls larger than a dollar bill, missing blinds, blinds with bent slats, torn or missing screens, broken window, broken or missing faucet handle, broken or missing cabinet hardware, broken toilet seat or tank top, urine or pet odor throughout unit, damaged or missing doors, damaged, broken, or missing appliances.

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, or fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead and attorneys' fees made necessary by, or resulting from, (a) any destruction, defacement, impairment or removal of any part of the Unit or Property by the Tenant or Tenant's guests or invitees, regardless of whether or not Tenant is negligent or whether or not Tenant's guests or invitees are negligent or (b) the non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, with such fees, costs and expenses (including reasonable attorneys' fees) constituting additional rent hereunder. Notwithstanding any Louisiana revised statute to the contrary, Tenant agrees that he/she shall be strictly liable to Landlord for any and all destruction, defacement, impairment or removal of any part of the Unit by Tenant and/or Tenant's guests and visitors.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Units are located, or (e) engage in any other illegal activities anywhere in the world. It is understood and agreed that a single violation of this section shall be a default of the Lease.

Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Unit as if Tenant engaged in such acts or omissions himself/herself.

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It is understood that Tenant may be occupying the Unit jointly and is jointly liable for any damages to the common areas of the Unit and its fixtures, furnishings, appurtenances, walls, ceilings, floors, carpets and doors. Accordingly, Tenant must exercise responsibility to see that the entire Unit is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Unit. Tenant shall promptly report to Landlord any repairs which need to be made to the Unit.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Unit is expressly reserved for Tenant only, and any persons occupying the Unit as a guest for more than 7 days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Unit by an unauthorized guest in excess of said 7 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint, several and solidary) an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee as detailed below for each such item replaced.

- a. Gate Cards - \$50 each
- b. Parking Stickers - \$15 each
- c. Guest Hang Tags - \$15 each

9. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside on the Property. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease. Neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses) asserted by any person (including without limitation Tenant or Tenant's guests and invitees) arising, directly or indirectly, out of (i) any accident, injury or damage occurring on the Property, resulting from any reason whatsoever, including without limitation the acts of Landlord or Agent, or the condition or maintenance of the Property; (ii) any activities of Tenant or Tenant's guests or invitees in and around the Property; or (iii) Tenant's failure to perform any covenant that Tenant is required to perform under this Lease. The indemnification obligations of Tenant to Landlord under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees, Landlord, Agent or any other person be at fault and shall include all legal liabilities arising without fault. All personal property placed or kept in the Unit, or in any space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Unit, and neither Landlord nor Agent shall have any liability with respect to the same.
10. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, Agent, or their respective agents, employees or representatives may enter the Unit, with or without Tenant's presence, at reasonable hours (or at any time in the case of an emergency), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior notice to Tenant for the purpose of displaying the same to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe the Unit has been abandoned by Tenant.
11. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Tenant will be *ipso facto* in default under this Lease, without the necessity of demand or putting in default, if: (i) Tenant fails to pay the Rent or any other charges or fees arising under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in his/her/their Rental Application; (iv) Tenant discontinues the use of the Unit for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents on the Property, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant (such notice may be posted on the door of the Unit); (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs; (viii) any illegal drugs are found in the Unit; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; or (x) Tenant abandons or vacates the Unit prior to the expiration of the Term. **If Tenant defaults, Landlord may terminate Tenant's occupancy by giving Tenant a 24-hour written notice to vacate. Landlord may provide such notice by regular mail, certified mail or personal delivery to Tenant or by affixing the notice to the front door of the Unit. Tenant specifically waives the requirement of five (5) days notice to vacate as set forth in the Louisiana Civil Code and Article 4701-35 of the Code of Civil Procedure, as they may be amended, from time to time.** Tenant shall be liable for all costs, fees and damages incurred by Landlord, and such actions shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

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It is intended that Landlord's remedies shall be as broad as permitted under Louisiana law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Unit or Property; or (b) the right to accelerate the then entire unpaid balance of the Rent for the Term then remaining, or, the right to stand by and collect rental payments as they become due; or (c) the right to sublease and rent the Unit for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Unit or Property, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Prevailing Law.

In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder, and all fees and costs including without limitation court costs and attorneys' fees connected therewith shall be paid by Tenant. Tenant acknowledges and agrees that in the event of any default, the minimum reasonable attorneys' fee for which the Tenant shall be liable is the sum of \$500.00. Any rentals or damages which remain unpaid after default shall bear interest at the rate equal to the lesser of fifteen percent (15%) per annum compounded quarterly, or the highest rate allowable under Louisiana law.

12. **DAMAGE TO THE UNIT:** In the event the Unit is either partially or completely destroyed by fire or other disaster, Landlord may at its sole discretion and without liability to Tenant, elect to either terminate this Lease, relocate Tenant to an alternate unit in accordance with this Lease or repair/rehabilitate the Unit. If the election to rehabilitate or repair is made, Tenant's rent shall be pro-rated so Tenant does not pay for the period when Tenant cannot occupy the Unit (or alternative unit if provided by Landlord). If the Unit is not rehabilitated or repaired within a reasonable time frame of the fire or other disaster this Lease will terminate at the discretion of Landlord. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Unit is the result of or is attributable in any way to Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up related to such damage or destruction.
13. **REPAIRS & MAINTENANCE** - No repairs shall be due Tenant by Landlord unless otherwise agreed to, in writing, except to roof, heating and air conditioning, electrical and plumbing and such as may be rendered necessary by fire or other casualty not occasioned by Tenant's fault or negligence. Property is leased in "as is" condition, or as is found upon visual inspection prior to submitting a RENTAL APPLICATION. Tenant agrees to report, IN WRITING, to Landlord, any damage to the leased premises within twenty-four (24) hours after its happening, and upon his failure to do so, Tenant shall be bound to pay for repair any residual damage resulting from negligence of Tenant.
14. **SECURITY:** It is expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of Summer Grove/Arlington Trace. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. Tenant agrees to comply with the security procedures and response actions set forth by Landlord.
15. **RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice when possible, to relocate Tenant to another unit on the Property of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. In the event of such relocation, this Lease shall be automatically amended as to make the "Unit" the new unit. Landlord may, without obligation, assist Tenant in moving Tenant's personal property to such new unit, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease.
16. **PARKING AND COMMON AREAS:** Various areas on the Property are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, swimming pool, laundry facilities and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them. The unavailability of such areas shall not be a violation of this Lease.

Each unit has one assigned parking space for each bedroom. One parking sticker is issued to each tenant. This sticker must be displayed in the tenant's car on the bottom left side (driver's side) of the front windshield at all times while parked on the property. One guest pass (a rearview mirror hang tag) is issued per bedroom. The guest passes may be used in the unit's parking spots that are not being used at the time by the residents of the unit. The guest tags are only valid in the spaces corresponding to the number on the pass. Any parking spaces marked with a "G" (guest), "C" (clubhouse), or "V" (visitor) does NOT require a parking sticker or guest tag. In addition there are two (2) overflow parking lots behind building 6 and building 8 for guests. Resident and/or guests WITHOUT a valid parking sticker or hang tag are subject to TOWING even if they are parked in the spots of their own unit. The Landlord has contracted with a towing company who will patrol the complex at varying times to include days, nights, and weekends. Vehicles that are parked illegally or do not have either a parking sticker and hang tag displayed will be towed at the expense of the vehicle owner.

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17. **GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be

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solidarily liable for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Unit in the event such Guaranty is not fully executed, notarized and returned within fifteen (15) days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Unit, whichever time period is shorter, or if for any reason the Guaranty terminates at anytime during the Term. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. **The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.**

18. **MOVE-IN AND MOVE-OUT PROCEDURES:** Preceding Tenant's taking possession of the Unit, Agent or its agent, employee or representative shall conduct an inspection of the Unit. Upon taking possession of the Unit, Tenant shall immediately conduct a walk through inspection of the Unit and note on Landlord's copy of Exhibit "A" attached hereto and incorporated herein by reference, any conditions observed, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Unit, Tenant must give Landlord advance written notice but such notice will not release Landlord from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term. Upon Tenant's surrendering possession of the Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Unit with Landlord, Agent or their agent, employee or representative and note in the space provided on Landlord's copy of said Exhibit "A" the condition of the Unit, including, but not limited to, all fixtures, furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Unit. Upon Tenant's surrendering possession of the Unit at the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Unit in a clean and sanitary condition, including, but not limited to, all fixtures, furnishings, and appurtenances.

If Tenant vacates the Unit or is dispossessed and fails to remove any of Tenant's personal property, those items shall be considered abandoned by Tenant, and Landlord shall be authorized to dispose of those items as Landlord sees fit in its sole and absolute discretion, subject to any restrictions imposed by Prevailing Law, a court's judgment or warrant of eviction.

It is understood and agreed that Tenant's failure to follow the prescribed move-out procedures and to return all parking stickers, guest tags, door keys, mailbox keys, and/or electronic access cards to Landlord may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages.

Tenant shall request a receipt for all parking stickers, guest tags, door keys, mailbox keys, and/or electronic access cards submitted to Landlord. If all door keys, mailbox keys, and/or electronic access cards issued to Tenant are not returned to Landlord, Tenant shall pay all costs and expenses associated with re-keying the Unit.

If Tenant fails to comply with the move-out procedures of this Paragraph 18 by the end of the Term, and if Tenant fails to remove all personal property upon termination of the tenancy, then Tenant agrees that Tenant shall, in addition to any liability incurred under this Lease, be liable to Landlord for rent in an amount of **\$150.00 per day** for each day past the last day of the Term Tenant holds over and Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant moves out of the Unit and removes all personal property from same.

19. **TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, Prevailing Law, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; and (b) fulfill or perform the following duties:

1. Tenants must have carpets professionally steam cleaned upon vacancy. Proof of receipt is required.
2. The patios and outdoor area, including but not limited to exterior walls must be clean.
3. Remove all items of personal property that are not the property of the Landlord prior to the 1:00 p.m. move-out time on the Expiration Date (any such property not removed will be deemed abandoned) and, in the event Tenant fails to do so, Landlord shall have the right to remove the same from the Unit (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Unit, Landlord shall have no obligation to store any of the same);
4. Immediately vacate the Unit at the time of said expiration or termination;
5. Return the Unit to Landlord in substantially the same or better condition as the Unit existed when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;
6. Pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
7. Return all keys to the Unit to Landlord;

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8. Remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to any items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above).
9. Comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in above, and, any and all actual and consequential damages as permitted by Prevailing Law.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH ARE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE WITHOUT LIMITATION, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR (ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEYS' FEES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL IN AS MUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE UNIT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

20. **RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations attached hereto (hereinafter the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By executing this Lease, Tenant acknowledges that Tenant has read and agrees to abide by the Rules and Regulations and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that non-performance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.
21. **BILLING RIGHTS:** Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice monthly for Rent and other sums due. The absence of an invoice does not negate the amounts due. It is further understood that Landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within five (5) days of the date of the invoice. In the notice, Tenant shall include Tenant's name and unit number and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved.
22. **RENTAL APPLICATION:** Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion.
23. **PETS** - Tenant may not have pet(s) without expressed, written consent via a Pet Provision attached hereto. **Pets are not allowed, absent a signed Pet Addendum, affixed hereto.**
24. **ATTORNEY'S FEES** - Tenant further agrees that if an attorney is employed to protect any rights of the Landlord thereunder, Tenant will pay the fee of said attorney. Such fee is hereby fixed at twenty-five (25%) of the amount claimed or \$400.00, whichever is greater. Tenant further agrees to pay all court costs and sheriff's charges, if any.
25. **EVICITION WAIVER OF NOTICE** - Tenant does hereby waive any and all notices of eviction required by Louisiana Code of Civil Procedure Article 4701 as amended.
26. **TERMINATION:** It is understood that in the event Tenant wants to be released from the obligation of this Lease agreement, he/she must find someone to take over the full obligation of his/her lease. If Tenant does not find someone, he/she may sign a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a prospective resident. It is understood by Tenant that completion of re-lease agreement does not release Tenant from his/her obligation until someone has completed all necessary paperwork, been approved by Landlord in its sole discretion, and all parties including Landlord have signed said form. Tenant understands that in the event someone is not found by either Tenant or Landlord, and approved by Landlord, Tenant will be responsible for payment for the entire Term of this Lease. Furthermore, even if a third party executed the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party. Fees associated with the re-lease agreement are set forth in "ASSIGNMENTS OR SUBLETTING". Nothing in this paragraph or Lease shall obligate Landlord to release Tenant from its obligations under the Lease. **As stated in "GUARANTY", it is understood by Tenant that failure to return the Parental Guaranty document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.**
27. **NOTICES:** Landlord has designated Agent, as its agent for the purposes of managing and operating the Units and Property, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, in each such case upon receipt or

Initials _____ _____ _____
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**PROVENCAL**  
DEVELOPMENT, LLC

refusal of delivery, (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication, (iv) if mailed to Tenant by regular first class United States mail, (v) if affixed to door of Unit, or (vi) if sent via an authorized private overnight carrier such as FedEx or United Parcel Service. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to:

- a. Provencal Development, LLC.  
PO Box 82931  
Baton Rouge, Louisiana 70884

or at such other address as Landlord shall have previously specified by notice in writing to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Unit or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Notwithstanding anything herein to the contrary, Landlord may not send notices and other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant.

28. **AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants and provisions of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, covenants, or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms, conditions, covenants and provisions hereof shall constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, If breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.

29. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Property is located, ("Prevailing Law") notwithstanding the residence or principal place of business of any party hereto, the place where this Agreement may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceeding seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Property is located, in the Parish or City in which the Property is located, in a justice of the peace court in the district where the Units are located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Units are located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Lease constitutes the sole and complete agreement of the parties hereto concerning the Unit and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing, which is not expressly set forth in this Lease, is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Section" or "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease. Tenant shall not record this Lease in the public records of the Parish or State, and in the event this Lease becomes of public record Tenant hereby names Landlord or Agent its agent and authorizes such party to remove it from the public record, and agrees to pay any costs or expenses associated therewith.

Landlord and Tenant signing below certify that they have read, understand and will abide by all of the terms set forth in this lease and the attached addenda. **Signed in the Parish of East Baton Rouge, State of Louisiana.**

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord/Agent for Landlord

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

Initials _____ _____ _____
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