

LOFTS at PERKINS ROWE

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in East Baton Rouge Parish, Louisiana, such real property having a street address of **7707 Bluebonnet Blvd Unit # _____, Baton Rouge LA, 70810** (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

WHEREAS, Premises is located in Lofts at Perkins Rowe Condominium which is subject to the Rules and Bylaws enforced by the Lofts at Perkins Rowe HOA. All leases are subject to approval by the board or appointed management for Lofts at Perkins Rowe Condominiums HOA.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____, (min 6 months-max 1 year) such term beginning on the day of _____, and ending at 12 o'clock midnight on the day of _____.
- RENT.** The rent for the term hereof is payable on the ____ day of each month of the term, in equal installments of _____ DOLLARS (\$ _____), first installment to be paid upon the due execution of this Agreement or before moving into the Premises, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
- DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$ _____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages or abnormal wear and tear to the Premises upon termination of this Agreement.
consisting of _____, _____, _____,
- USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities, Lofts of Perkins Rowe Condominium HOA and Perkins Rowe affecting the cleanliness, use, occupancy and preservation of the Premises and common areas.
- CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. *Initial* _____

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. **Tenant SHALL NOT remove change alter the thermostat in any way.** Window coverings must be White or off white. Changes shall be visible from the outside of the unit. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. *Initial*.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have fifteen (15) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for indicated utility services on the Premises, failure to set up Entergy, Water and/or Chilled Water services within 1 week or pay for service is a Lofts HOA violation subject to fines.

TENANT RESPONSIBILITY?	PROVIDER	SERVICE	CONTACT
	Entergy	Electric	(800) 368-3749
	Baton Rouge Water Co	Water/Sewer	(225) 925-2011
	SubmeterOne	AirConditioning. (Chilled Water)	(225)769-3403
	COX	Internet Cable/Telephone	(844)818-2932

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Not obstruct the driveways, sidewalks, entryways, doors, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors (No 'window unit' air conditioners allowed)
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; No hooks or decorations to be placed on exterior of unit
 - (f) Keep all air conditioning filters clean and free from dirt; Treat a/c Drain every three months with vinegar and baking soda mixture (1 cup Vinegar plus 2 tsp Baking Soda) to keep drain clear. (Clogged drains result in A/C failure to function and possible overflow of water causing damage.)

- (g) 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. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, feminine products, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- (h) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors.
- (i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors.
- (j) Deposit all trash, garbage, rubbish or refuse in the proper sanitary locations 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, nor burn common household trash on the premises; Trash is to be contained within a sealed bag. Bags placed in trash chute must be limited to a size of no larger than a tall kitchen garbage bag to ensure it will fall freely to the dumpster below.
- (k) All motorized vehicles are to be parked in the Lofts garage in assigned parking space(s) _____. At no time are vehicles allowed to drive or park in other spaces in the garage. Broken down vehicles, or vehicles that are not road worthy, shall not be parked or stored on the Premises at any time; Additional Vehicles may park in the parking lot or garages within Perkins Rowe, but not along the streets directly in front of retail stores. Vehicles in unauthorized spaces are subject to booting or towing. Additional garage parking, if available, is available at a rate of _____.

12. **ACCESS DEVICES.** The tenant shall receive _____ Keys to the unit, _____ Access Cards and _____ Remotes with keys. Failure to return any of the devices will result in a charge of _____

Loss or thefts of Unit Keys- If tenant is locked out of their Unit, _____

Loss or theft of access card must be reported to Security (225-615-7979) to deactivate, and new devices must be approved by the Landlord. Replacement fees are charged to the tenant.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms.

14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. **SUBORDINATION OF LEASE.** This Agreement 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 Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at __ DOLLARS (\$) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. If Tenant is offered and accepts a Lease Renewal after the natural expiration of this Agreement, the new Lease Agreement shall take precedence. Renewal of any lease is subject to approval by Lofts of Perkins Rowe Condominium HOA *Initial* _____

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof is accepted.

18. **ANIMALS.**

☐ Allowed. ☐ Not Allowed

Tenant shall not be entitled to keep no more than () animals: domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of

_____ DOLLARS (\$ _____), of which _____ DOLLARS

(\$ _____) shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning and deodorizing the home. Animals are to be registered with Lofts at Perkins Rowe HOA and are subject to the conditions outlined in the Pet Registration Form.

19. **FINES**

Tenant will be charged for any and all fines incurred for Lofts of Perkins Rowe Condominium HOA Rule violations committed by the tenant and/or their guests. Annual submission of signed copies of the Lofts Pool Rule Acknowledgement Webform is required.

20. **CONTACT**

Tenant should report all issues to the Landlord using contact information provided.

Tenant will be enrolled in TownSq , the Lofts Community Platform, and will receive notifications and announcements on the TownSq App and/or email. It is highly suggested the all residents take advantage of TownSq.

21. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

22. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Both Landlord and Lofts at Perkins Rowe HOA harmless from any and all claims or assertions of every kind and nature. Tenant is encouraged to purchase a tenant insurance policy for coverage of personal liability, premises medical coverage, additional living expense, and personal property (contents) coverage. *Initial*

23. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for five (5) days thereafter, Landlord may, at Landlord's option, declare the entire balance

of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

24. **LATE CHARGE.** There is no grace period for rent due. In the event that any payment required to be paid by Tenant hereunder is not made when due, Tenant shall lose any early payment discount and pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ DOLLARS (\$_____) per _____.
Additionally, a \$25.00 TRIP CHARGE may be added for Landlord's travel time to collect rent that's late. It is also agreed that a \$35.00 charge, plus applicable late fees will be added to the amount of rent due should any check or money order be returned by the bank for any reason. *Initial* _____
25. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the 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.
26. **ATTORNEYS' and LEGAL FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee. The tenant further agrees to pay \$100 for each eviction filed for NON-PAYMENT OF RENT or BREACH OF CONTRACT.
27. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Louisiana.
28. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
29. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
30. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
31. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
32. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
33. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. This lease agreement requires the Lofts at Perkins Rowe Lease Addendum. *Initial* _____
34. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

[Landlord's Name]

[Landlord's Address] If to

Tenant to:

[Tenant's Name]

[Tenant's Address]

[Tenant's Email Address]

Tenant's Phone Number

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

35. **MEGAN'S LAW DISCLOSURE.** As required under Louisiana law, Landlord hereby notifies Tenant that the Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at www.lasocpr.lsp.org/socpr/ and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA, 70896. Tenant may also e-mail State Services at SOCPR@dps.state.la.us for more information.

36. **ADDITIONAL PROVISIONS; DISCLOSURES.**

(Required Lofts Addendum)

As to Landlord this _____ day of _____, 20____.

Landlord:

Sign Date

Print

Tenant

Sign Date

Print

Tenant

Sign Date

Print

