

Kiefer Apartments, LLC

THIS AGREEMENT, dated _____, is by and between

Kiefer Apartments, LLC, "Owners," and _____ "Tenant,"

for rental dwelling located at _____
under the following terms and conditions:

Tenants agree to lease this dwelling for a fixed term of **12 months**, beginning _____ and ending _____. Upon expiration, this Agreement shall become a month-to-month agreement **AUTOMATICALLY, UNLESS** either Tenants or Owners notify the other party in writing at least thirty days prior to expiration that they do not wish this Agreement to continue on any basis.

RENT - Tenants agree to rent this dwelling for the sum of \$_____ per month payable in advance.

FORM OF PAYMENT - Tenant agrees to pay rent in the form of a cashier's check, or a money order made out to Owners, **Kiefer Apartments, LLC**.

RENT PAYMENT PROCEDURE - Tenants agree to pay their rent [*circle and initial one of the options below*] (by mail addressed to the Owners at the following address: 381 Finchley Street, Baton Rouge, LA 70806) or (in person at the Owners' address).

RETURNED CHECKS -If, for any reason, a check used by Tenants to pay Owners is returned without having been paid, Tenants will pay a returned check charge of **\$30** AND take whatever other consequences there might be in making a late payment. After the second time that a Tenant's check is returned, Tenants must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE -the due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. In other words, Tenants may pay their rent on or before the due date, or they may pay it on any of the **FOUR DAYS** including the due date without being late. The very next day is the rent late date. This is the first day when Owners will consider the rent late. Owners expect to have **RECEIVED** the rent before this date. If Tenant's rent is due on the **1st**, it must be paid on or before the **4th** to be "on time." **It is considered late if paid on or after the 5th of the month.**

LATE FEES - Owners expect Tenants to pay the rent promptly. Should exceptional circumstances prevent prompt payment, Tenants agree to pay a **late fee** equal to the sum of **\$30.00**. In addition, **for each late day** (after the fifth date due), a **charge of \$5.00 PER DAY** will be expected, until the rent is paid. Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here. It is also recommended that the tenant contact the owner when late fees are involved, in order to determine the exact amount assessed to the tenant's account and to discuss payment options.

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DEPOSITS - Tenants agree to deposit with the Owners the total sum of \$_____, payable before they occupy the premises. Owners may withhold from these deposits only what is reasonably necessary to cover the following tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenants' departure; and 3) unpaid rent and various other accrued and unpaid charges. **No part of these deposits may be applied to the tenants' last month's rent.**

REFUND OF TENANTS' DEPOSIT - Within **30** days after Tenants have moved out completely, Owners shall provide a written accounting of the disposition of the Tenants deposits and shall at the same time return all deposits remaining.

UTILITIES/SERVICES - Tenants agree to pay services (i.e., electricity, cable and phone) with the exception of the following which Owners agree to pay **Water**.

Tenant agrees to transfer gas and electric utilities into his name within 2 business days of signing lease and to maintain a current account with the utility company. Failure to do so will constitute a forfeiture of the lease agreement and tenant will be subject to possible eviction and/or penalty fees. In addition, there will be a \$15 per day charge for each day that utilities are not transferred into the tenant's name

Initial _____

OCCUPANTS - The number of occupants is limited to **1**. Only the following persons may live in this dwelling:

No one else may live here, even temporarily, without Owners' prior written permission.

GUESTS - Tenants may house any single guest for a maximum period of fourteen days every six months or for whatever other period of time the law allows. Provided that they maintain a separate residence, nurses or maids required to care for Tenants during an illness are exempt from this provision.

SUBLETTING AND ASSIGNMENT - Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining the owners' written permission. Owners shall not withhold permission unreasonably.

PETS - Tenants may house no pet of any kind on the premises, even temporarily. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Owners are notified in advance in writing of the circumstances.

TENANT INSPECTION - Tenants have inspected the dwelling and its contents and agree that they are in satisfactory order, as are electrical, plumbing, and heating systems.

TRASH - Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection.

DAMAGE - Tenants agree to pay for repairs of all damage which they or their guests have caused.

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VEHICLES - Tenant agrees to keep a maximum of __ **vehicle** on the premises. Parking is limited to spaces available on the street and/or in the parking lot of the building, on a first-come, first-serve basis. These vehicles must be operable and currently licensed. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Owners' written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage. Tenants must provide owners with license plate number, make and model of vehicle to obtain a parking permit sticker. All vehicles without building stickers are subject to towing at vehicle owner's expense.

NOTIFICATION OF SERIOUS BUILDING PROBLEMS - Tenants agree to notify the Owners immediately upon discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity.

REASONABLE TIME FOR REPAIRS - Upon being notified by Tenants that there is some building defect which is hazardous to life, health, or safety, Owners shall undertake repairs as soon as possible.

Should there be a delay of more than seventy-two (72) hours in making the repairs, due to a difficulty in scheduling the work or obtaining parts or for any reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of the work.

HURRICANE APPLIANCE POLICY: If a mandatory evacuation is called, or if you voluntarily leave your apartment when there is a hurricane threat, you will need to do the following:

- ❖ Remove all food from your refrigerator and freezer
- ❖ Take the food with you and unplug your refrigerator

Kiefer Apartments will not be responsible for the removal or replacement of refrigerators where food has been left. The tenant assumes responsibility of the refrigerator upon signing this lease.

Please initial as your understanding of above refrigerator policy:

LOCKS - Tenants agree that they will not change the locks on any door or mailbox without first obtaining Owners' written permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Owners with one duplicate key per lock. Please initial receipt of the following keys/remote:

- _____ (1) Apartment ("__") key
- _____ (1) Apartment ("__") key - deadbolt
- _____ (1) Security gate key

LOCKOUTS - Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith or the manager to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Management charges a fee of \$40.00 for providing this service. This fee is due and payable when the service is provided

ALTERATIONS, DECORATIONS, AND REPAIRS - Tenants agree not to use any nails or other hanging devices on the walls or doorways that will leave hole or mark after being removed. Tenants will also not paint or discolor any of the walls or doorways in the apartment. No barbecue pits or anything of the kind is allowed on balconies or porches.

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ACCESS - Owners recognize that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, Owners, their employees, or agents may have to gain access to the Tenants dwelling for purposes of showing it to prospective Tenants, purchasers, lenders, or others or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8 A.M. and 8 P.M., Monday through Saturday, excepting holidays, and Owners will provide Tenants reasonable notice of twenty-four hours or less than twenty-four hours notice with Tenants' concurrence. In emergencies (ie, smoke alarms, fire, plumbing leakage, etc.), **there will be no notice**.

PEACE AND QUIET - Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet. **NO SMOKING** is allowed.

TELEPHONE - If and when Tenants install a telephone in their dwelling, they will furnish Owners with the number within five calendar days. When divulging the number, Tenants shall advise Owners whether the number is listed or unlisted, If it is unlisted, Owners agree to take reasonable precautions to keep it from falling into the hands of third parties.

PROLONGED ABSENCES - Tenants agree that they will notify Owners whenever they plan to be absent from their dwelling for more than ten days.

LAWFUL USE - Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

SERVICE OF PROCESS - Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.

CHANGE IN TERMS OF TENANCY - [*Applicable only when this Agreement has become a month-to-month agreement*] Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least **30** days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

NOTICE OF INTENTION TO VACATE - [*Applicable only when this Agreement has become a month-to-month agreement*] When Tenants have decided to vacate the premises, they will give Owners written notice of their intentions at least **30** days prior to their departure, and they will give an exact date when they expect to be moved out completely.

EVICTION – Violation of any part of this lease or nonpayment of rent when due shall be cause for eviction. Lessee expressly waives notice to vacate the premises prior to institution of eviction proceedings under LA CCP Article 4701 and LA CC Article 2713.

HOLDING OVER - If Tenants remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" equaling one/thirtieth of the amount of their then current monthly rent for every day they hold over.

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POSSESSION - Owners shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should Owners be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Owners are unable to deliver possession within ten (10) days following the commencement date. Tenants' responsibility to pay rent shall begin when they receive possession.

ILLEGAL PROVISIONS NOT AFFECTING LEGAL PROVISIONS - Whatever item in this Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in the Agreement, and it shall not affect the validity of any other item in the Agreement.

NON-WAIVER - Should either Owners or Tenants waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owners may know when accepting rent that Tenants are violating one or more of this Agreement's conditions, Owners in accepting the rent are in no way waiving their rights to enforce the breach. Neither Owners nor Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

REFERENCES IN WORDING - Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Owners' and Tenants' heirs, executors, administrators, or successors, as the case may be.

ENTIRE AGREEMENT - As written, this Agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner (Michael Kiefer)

Tenant