

RESIDENTIAL RENTAL LEASE AGREEMENT

(Non-Smoking Residence)

THE SAID LESSEES ARE ALSO RENTING THE FOLLOWING DESCRIBED ITEMS LOCATED IN THE BUILDING(S):

NON-SMOKING LEASE

THE SAID LESSEES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

Deposit will be lost if lease is broken by lessee for any reason.

1. **RENT.** Lessee agrees to pay, without demand, to lessor as rent for the demised premises the sum of Four Hundred-Seventy-Five (475.00) Dollars per month in advance for the period of twelve (12) months on the 1st day of each calendar month beginning , _____, 2006, to Miller-Doyle Companies, Inc, P. O. Box 88, Livingston, Louisiana 70754.
2. **SECURITY DEPOSIT.** On execution of this lease, Lessee deposits with Lessor Four Hundred-Seventy-Five (475.00) Dollars, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof.
3. **QUIET ENJOYMENT.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises of the agreed term.
4. **USE OF PREMISES.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private non-smoking single residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this lease. However, Firework or Fire Arms are not allowed on or about the premises at any time regardless of the Town of Livingston Ordinance.
5. **NUMBER OF OCCUPANTS.** Lessee agrees that the demised premises shall be occupied by a single family consisting of (1) single adult, NO children daily without written consent of Lessor.
6. **CONDITION OF PREMISES.** Lessee stipulated that he has examined the demised premises, including and grounds and all buildings and improvements, and that they are, at the time of this lease in good order, repair, and a safe, clean, and tenant able condition.
7. **ASSIGNMENT AND SUBLETTING.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concessions or license to use the premises or any part thereof. A concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or License. An assignment, subletting, concession, or license without the prior written consent of Lessor, of an assignment of subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make any other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exceptions of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, by the property of Lessor and remain on the demised premises at the expiration of or sooner termination of this lease.
9. **DAMAGE TO PREMISES.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. However, if the demised premises is damaged by fire or other casualty due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be repaired or replaced by Lessee.
10. **DANGEROUS MATERIALS.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Lessee shall be responsible for arranging for and paying utility services required on the premises, to include electricity, cable, and telephone.
12. **MAINTENANCE AND REPAIR.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In Particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keeping the air conditioner filters clean and changed monthly, keep the porches, decks, and/or steps free from dirt and debris, keep the grass cut bimonthly (not to exceed above the height of 8 inches), keep the shrubs trim and cut, and the flower beds weed free; and at the sole expense, shall make all required repairs to the windows, plumbing, range, heating and cooling apparatus, electric and gas fixtures, and water lines whenever damaged thereto shall result from Lessee's misuse, waste, or neglect, or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no sign shall be placed or painting done on or about the leased premises by Lessee or at his directions without prior written consent of Lessor. NOTE: Waterlines due to freezing conditions must be drained or allowed to run by Lessee and if damage will be the responsibility of the Lessee.
13. **ANIMALS.** Lessee shall keep no domestic or other farm animals, fowl, or reptiles in or about the leased premises.
14. **RIGHT OF INSPECTION.** Lessor and his agent shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon and/or making any necessary repairs or improvements.

15. **DISPLAY OF SIGNS.** During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "For Lease" or "Vacancy" Signs on the demised premises and of showing the property to prospective purchasers or tenants.
16. **SUBORDINATION OF LEASE.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens, or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
17. **HOLDOVER BY LESSEE.** Should Lessee remain in possession of the demised premises with the consent of Lessor after natural expiration of this lease, a new twelve (12) month tenancy shall be created automatically each and every 6 months between Lessor and Lessee which shall be subject to all the terms and conditions hereof until terminated on 60 days written notice served by either Lessor or Lessee on the other party.
18. **SURRENDER OF PREMISES.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted. All interior and exterior light fixture will have bulbs that are the same wattage and type and in working order as when this lease commenced. The house, ground, and all fixtures will be clean and in the same conditions as when this lease commence then the Lessee will forfeit deposit to cover any damage, repair, or cleaning of the said premises. If the cost exceeds the deposit the Lessee will be held responsible for all same condition as they were at the commencement of this lease. If the house is not clean, lessee will agree to pay up to \$300.00 in cleaning fees, all light bulbs will be replaced at \$10.00 each, and the fee for cutting the grass and cleaning the yard maybe up to \$250.00. Also any damage to the house will be repaired and charge to the lesee.
19. **DEFAULT.** If any default is made in the payment of rent, of any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term of condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may reenter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default of breach or has taken action reasonably likely to effect such correction within a reasonable time.
20. **ABANDONMENT.** If at any time during the term of this lease the Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, 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 Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's of re-entry is exercised following abandonment of the Premises by Lessee, the Lessor, may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. **BINDING EFFECT.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease. The Lessee will accept all legal fees for up hold said lease in court and if placed in the hands of an attorney for collection, by suit or otherwise, the Lessee will pay all court cost and pay attorney's fees fixed at 35 percent of the amount due or in the suit.
22. **LATE CHARGES.** The lease payment will be paid on the first of each month, and in the event the lessees are late with said payment there will be a Five (5) Dollars per day late fee beginning on the 16th day of said month and will continue until lease is pay in full.