

**Rental Agreement**

**Date:** \_\_\_\_\_

1. **PARTIES.** This Rental Agreement is between \_\_\_\_\_ Resident) and \_\_\_\_\_ as Guarantor(s), and Houses, Inc. (Manager) for the property located at \_\_\_\_\_ in Garfield, Arkansas, hereafter Premises, for use as a private residence only. The term "Resident" in this Rental Agreement refers, jointly and severally, to all Residents listed above, unless otherwise stated in writing. The term "Manager" will include Manager's authorized representatives.

**OCCUPANTS.** The Premises will be occupied by Resident(s) and no others. No other occupants are permitted, other than occasional guests. A guest will be considered an unauthorized occupant, rather than an occasional guest, if (a) the guest has been evicted by Manager or asked to leave the premises due to a violation of Manager's Rules and Regulations or (b) the guest is on the premises for any five (5) consecutive days or any eight (8) nonconsecutive days in any calendar month unless Resident has received prior written approval from Manager's representative. Violation of the maximum number of tenants will result in a fine of \$10.00 per day. Fayetteville occupancy limits prohibit more than three unrelated people from living in a residence of a single-family zone, and they also prohibit more than four unrelated people from living in a residence of a multiple-family zone.

**NO SUBLETTING.** Subletting, assignment, replacements, or change of Residents or occupants will be allowed only upon Manager's prior written consent. In such event, Resident remains fully liable hereunder but shall receive credit for all rentals paid by succeeding Residents.

2. **RENT.** Resident will pay \_\_\_\_\_ / **month** rental for each month of the Rental Agreement term, plus any prorated rental shown below, in advance and without demand at the offices of Houses, Inc., 217 N. East Avenue, Fayetteville, AR, or by 1st. class mail to Houses, Inc., 217 N. East Avenue, Fayetteville, AR, 72701 or such other place as Manager may designate, with the first installment due \_\_\_\_\_.  
Rent unpaid after the due date is delinquent and will authorize all remedies in this Rental Agreement, particularly paragraphs 3 and 15. **If all rent is not paid on or before the fourth (4th) day of the month (the late charge date), Resident agrees to pay a late charge of \$ 50.00 plus \$10.00 for each day rent is in arrears.** Resident agrees to pay a \$25.00 charge for each returned check, plus the late charge. Resident acknowledges important notices will be sent to the Residents address above on this Rental Agreement. Resident's right to possession and all of Manager's obligations are expressly contingent on prompt payment of rent, and use of the premises by Resident is obtained only on the condition that rent is paid on time. Payment of rent shall be an independent covenant, and all monies received by Manager shall be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks. At Manager's option, Manager may at any time require that all rent and other sums be paid in either certified check, cashier's check, money order, or one monthly check rather than multiple checks. Prorated rental from commencement date to the first of next month is \_\_\_\_\_.

3. **RENTAL AGREEMENT TERM.** The initial term of the Rental Agreement shall commence on the \_\_\_\_\_ and end the \_\_\_\_\_. **This lease will automatically renew for the same term that just expired unless written notice of termination is given by Resident or Manager at least 30 days before the end of the above lease term or renewal period. Rent will always be due on the 1<sup>st</sup> of each month.**

4. **MOVE-OUT NOTICE AND EARLY MOVE-OUT.** At least 30 days' prior written notice of intent to move out must be given to Manager's representative. Said notice must be given on or before the 1<sup>st</sup> of the month prior to intended move out. Verbal move-out notice is not sufficient under any circumstances. If no 30-day written move-out notice is given to Manager's representative, Resident will forfeit the security deposit and if Resident moves out without rent being paid in full for the entire Rental Agreement term or renewal or extension period, Resident will be liable under paragraph 15 for a cost-of-reletting charge equal to one month's rent plus continued liability for future rentals and other damages or charges to which Manager is entitled. In no event may Resident's written move-out notice terminate the Rental Agreement sooner than the end of the Rental Agreement term or renewal or extension period.

5. **HOLD-OVER AND AUTOMATIC RENEWAL.** Resident agrees to give Manager thirty (30) days written notice prior to the termination of the initial Rental Agreement term stating that Resident does not desire to renew this Rental Agreement. In the event that a timely notice is not given by Resident within the period prescribed or, after having given notice, Resident shall remain or continue to be in possession of the leased premises or any part thereof after the end of the Rental Agreement term or any extension thereof, Manager may at its option: (a) treat such holding over as a renewal by Resident of all provisions of the Rental Agreement except as to term and rental, which term shall be for a period of same length as initial term and which rental shall be at the then prevailing rental charges of Manager for substantially the same type of Premises, or (b) refuse to renew the Rental Agreement, in which event Manager shall give Resident three (3) days' notice to vacate the premises. If Manager elects to treat such holding over as a renewal, each and all of the other covenants and conditions of this Rental Agreement shall be and remain in full force and effect, If Manager refuses to renew the Rental Agreement, Manager may proceed to let the premises to another Resident and charge Resident for any damages resulting from Resident's failure to deliver possession on the date of termination, in addition to any other rights accruing to Manager hereunder. Resident shall be liable to pay rents for the holdover period and to indemnify Manager and prospective residents

for damages (including lost rentals, lodging expenses, and attorney's fees). Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.

- \_\_\_ 6. **SECURITY DEPOSIT.** Resident agrees that the security deposit(s) will be the total sum of \_\_\_\_\_ payable on or before signing of this Rental Agreement. Resident shall not be entitled to any interest on the security deposit(s). The security deposit(s) will not be applied to payment of rent, except as set forth in this Rental Agreement. The security Deposit(s) will be returned to Resident at the expiration of this Rental Agreement only if: (a) the full term of this Rental Agreement has expired and all Residents are in compliance with its provisions; **(b) thirty (30) days written notice is given prior to moving out of the leased premises pursuant to paragraph 3 above;** (c) there has been no damage to the leased premises or its contents beyond normal wear and tear; (d) the leased premises, including range, oven, dishwasher, refrigerator, bathroom fixtures, closets, cabinets, floors, and carpets are clean to the satisfaction of Manager as of the date of move-out; (e) there are no unpaid late charges, contraband pet charges, delinquent rents, or other amounts payable by Resident; (f) all debris, rubbish, and trash will be placed in proper containers; (g) a forwarding address is provided to Manager; (h) all utility charges shall be paid in full; and (i) Resident will be in compliance with this Rental Agreement. If any of the above conditions shall not be met to the satisfaction of Manager, all or any part of the security deposit(s) may be used to pay for any and all expenses incurred or paid to cause such conditions to be satisfied. The security deposit may be held in an account other than the Principal Broker's trust account. A partial listing of possible Move-Out Charges is available from the Property Manager. Carpet cleaning charges will be deducted from Resident's security deposit.

**OTHER DEDUCTIONS.** Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the Rental Agreement; unpaid rent, unpaid utilities, unreimbursed service charges; damages or repairs to the Premises or its contents (beyond reasonable wear) utilities for repairs, trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if Resident requests same or has moved out), trips to open Premises when Resident has lost or forgotten key; change of door locks, key duplicates, unreturned keys, insufficient light bulbs, stickers, scratches, burns, stains, or unapproved holes, removing or re-keying unauthorized locks or latches, agreed costs-of-reletting, packing, removing or storing property removed or stored pursuant to paragraph 16, removing illegally parked vehicles, late payment and returned check charges, attorney's fees, court costs, and Manager's or Property Manager's time and inconvenience in any valid eviction proceeding against Resident, and other lawful deductions. Security deposits will be first applied to non-rent items, then to unpaid rent. If for any reason Resident is evicted, fails to complete the Rental Agreement term or fails to give notice as required under paragraph 3, there will be no refund of Resident's security deposit.

- \_\_\_ 7. **RULES AND REGULATIONS.** Resident, Resident's guests, and occupants shall comply with all written rules and regulations, which shall be considered part of this Rental Agreement. Manager may make changes to the rules and regulations and may add new rules and regulations as and when Manager may decide

- a) **NO PETS ALLOWED. NO VISITING PETS ALLOWED** : for the safety of Residents of the Community and, due to Insurance requirements, unauthorized pets may be seized by Manager and sent to a veterinarian, kennel, caretaker, or animal shelter, and any expenses relating thereto shall be paid by Resident. Manager shall not be liable for the injury or death of any such pet. Charges for violating the no pet policy shall be \$10.00 per day.
- b) **NO INDOOR SMOKING. Outdoor smoking is permitted so long as you DO NOT LITTER THE GROUNDS WITH CIGARETTE BUTTS.**
- c) Resident and Resident's guests shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or conveniences of other persons in the premises community. Management acknowledges the right of Resident to entertain friends and to have parties and guests, but requires that perfect order and tranquility prevail and must be confined to the Residents Premises. All radios, television sets, stereos, etc. must be turned down to a level that does not interfere with other residents. Resident, members of Resident's family and guests shall at all times maintain order in the Premises and at all places on the premises.
- d) Resident is not to use the common areas to entertain guests or have a party. Resident shall be liable to Manager for damages caused by Resident or Resident's guests or occupants.
- e) Sidewalks, steps, entrance halls, driveways, courts, entryways, balconies, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. Furniture, plants, bicycles and other such items shall not be allowed to obstruct the clean and safe passageway.
- f) The Premises and other areas, which are reserved for Resident's private use, shall be kept clean and sanitary by Resident. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds shall not be removed or taken down. Nothing shall be thrown out of the windows or doors. Resident must exercise care and caution about leaving windows or doors open during inclement weather.
- g) Resident shall be liable for any damage to the interior, including but limited to paint, plaster, cabinets, carpets, floors, blinds, appliances or damage to any part of the Premises resulting from failure to exercise reasonable care.
- h) Clothing, sheets signs, banners, flags, etc. shall not be hung from windows, porches, or balconies.
- i) All patios, porches and balconies shall be kept neat and clean and not be used for the storage of tires or any other items. No furniture, grills or other items will be permitted on walks, in front of units or common areas.

- j) Garbage shall be disposed of only in appropriate receptacles.
- k) Any swimming pools, saunas, hot tubs, exercise rooms, storerooms, laundry rooms, and other improvements are to be used wholly at the risk of the person using them.
- l) Manager may regulate the manner, time and place of all parking. Manager may regulate, limit or prohibit from the Premises or Premises community, the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, grills, patio furniture, furniture movers, deliverymen, solicitors, and guests who in the Manager's reasonable judgment have been disturbing the peace, disturbing other Residents, or violating this Rental Agreement or Premises rules and regulations. Resident agrees not to keep more than 1 vehicle(s) on the premises. Although ample parking space is provided for Residents, this space may prove to be inadequate at certain times. Do not double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, or park on landscaped areas. You must have a current, valid parking permit if you live in a complex that uses parking stickers to prevent your vehicle from being towed. Residents agree to advise their visitors about parking only in visitor or non-Resident spaces and to take responsibility for where their visitors park. All vehicles parked on the premises must be operable and have valid current license plates. Parking stickers may not be transferred and must be clearly visible. Any reproduction of parking sticker or any use of fake or false parking stickers is strictly prohibited. "Operable" means the vehicle must have inflated tires, have all major components intact, including windows and windshields and be reasonably clean. No washing vehicles and performing mechanical work thereon is strictly prohibited. Any violation of the foregoing will subject the vehicle to being towed at the expense of the vehicle Manager or operator.
- m) Flashlights (and not candles or kerosene lamps) shall be used if electricity is interrupted or terminated.
- n) No businesses, including childcare services may be operated in or from the Premises.
- o) Locks may NOT be changed or added without the prior written permission of Manager. Manager will furnish one key per Resident for each outside door to the premises. All keys must be returned to the Manager upon termination of occupancy or Manager may impose a reasonable charge. Upon payment of a reasonable charge, Resident may require Manager to change (or re-key) a door lock. A Resident who moves out prior to the end of the Rental Agreement term or renewal or extension period is no longer entitled to occupancy or keys. Keys may not be duplicated without Manager's written consent.
- p) If and when Resident installs a telephone in their dwelling, they will furnish Managers or Property Manager with the phone number within five calendar days. Resident will not store or bring any hazardous materials on the premises or use the premises for any hazardous uses.
- q) Illegal drugs or other illegal activities of any kind are prohibited on the premises. Tenant will not place any unusual heavy objects on the floor, such as pool tables, laundry equipment, waterbeds, etc. Units with laundry capabilities may have a washer and dryer.
- r) Moving of furniture and household goods into and from the Premises is restricted to the hours between 8 am and 8 pm.
- s) Grills are prohibited from all properties except units with private uncovered patios.
- t) Only Resident, his/her family and invited guest accompanied by the Resident, may use the recreational facilities. Residents are responsible for their guests. The number of guest may be limited. Appropriate swimwear must be worn at the pools at all times. Children not potty-trained must wear swimmers. No G-strings or thong suits allowed. Swim wear is not to be worn in the office, recreational rooms, exercise room; etc.

All written rules may be enforced through Manager's representatives or agents, and Resident shall hold same harmless from reasonable enforcement. All violations of the rules and regulations will be considered a breach of this Rental Agreement entitling Manager to all of the legal rights and remedies under this Rental Agreement.

**8. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT.** Resident accepts the Premises, fixtures, and any furnishings as is, except for conditions materially affecting health or safety of ordinary persons. Manager makes no implied warranties. A Condition & Inventory Check sheet form will be provided to Resident upon move in. Within 72 hours after move in, Resident shall note any defects or damages on the form and return it to the Manager; otherwise, everything will be deemed to be in clean and good condition. Resident shall use reasonable diligence in care of the premises. Resident may not make any alterations to Manager's property without Manager's prior written consent. No holes or stickers shall be put anywhere inside or outside the Premises, except a reasonable number of small nail holes for picture hanging will be permitted in sheetrock walls and in grooves of wood-paneled walls. Alternative picture hanging methods (in lieu of small nails) may be required by Manager's rules and regulations. No painting, wallpapering, or permanent decorating is permitted, including the hanging of additional drapes or blinds or hanging shelves, etc. When hanging pictures, only picture hanging hooks, pins, thumbtacks, and small brads are permitted. Do not use adhesive-type anchors, or large nails or screws. Do not place hangers of any type into trim, doors, cabinets or ceilings. No antenna or satellite receiver installation, additional phone or cable TV outlets, or lock changes (including to keying or additions of locks) will be permitted except by Manager's prior written consent. Resident shall not remove Manager's fixtures or furniture from the Premises for any purpose. When Resident moves in, Manager shall furnish light bulbs of prescribed wattage for the premise's fixtures and any lamps furnished by Manager, thereafter, light bulbs will be replaced at Resident's expense. It is your responsibility to leave working bulbs of the same type when vacating. When moving out, Resident agrees to surrender the Premises in good, clean condition, as determined by Manager. **Resident must vacate property by 10:00am on the day their lease ends, and turn in all keys and parking passes to manager, or in the Rent Drop Box located at the leasing office.**

**9. UTILITIES AND SERVICES.** Resident will at all times keep electric, water, and gas service to Resident's premise turned on during the entire term of the Rental Agreement in order to provide heat during cold months, to provide light for exterior common areas and for the inspection and

repair of the premises. If such service is discontinued for any reason, Manager may reinstate such service and charge the cost of such reinstatement and utility service to Resident. Resident shall be responsible for and pay for any damages to the Premises resulting from the utilities being turned off prior to expiration of the Rental Agreement. Additionally, from the date utilities are turned off by cancellation(s) or otherwise, it is presumed that the Resident has abandoned the premises and the Manager may enter and take possession. In order to abide by city ordinance, all Residents hereby agree to place waste and garbage inside a plastic bag before placing it in the dumpster located on the property, or Resident may be subject to a fine. If permitted by law, Manager shall have the right at any time and from time to time to contract for service to the community which includes Resident's Premises, from companies providing electricity, gas, water, sewer, sanitation, telephone or cable television service. Manager shall in no way be liable or responsible for any loss, damage, or expense that Resident may sustain by reason of any change, failure, interference, disruption or defect in the supply or character of such utility service.

**LAWN MAINTENANCE:** Maintenance of lawn and grounds shall be the responsibility of \_\_\_\_\_. Manager is not responsible for snow and ice removal and Resident agrees to hold Manager and/or Owner harmless for same.

\_\_\_ **10. APPLIANCES:** Appliances included with the premises:

**Refrigerator** \_\_\_ **Washer** \_\_\_ **Dryer** \_\_\_ **Dishwasher** \_\_\_ **Garbage Disposal** \_\_\_  
**Stove/Oven** \_\_\_ **Microwave** \_\_\_ **Garage Door Opener** \_\_\_ (**# of openers**) \_\_\_

Although there may be appliances in the dwelling, such as a refrigerator, stove, dishwasher, garbage disposal, washer or dryer, Resident agrees to use them only in the manner in which they were intended and agrees to assume all responsibility for their care and maintenance.

\_\_\_ **11. LIABILITY.** Resident shall hold harmless Manager and the Property Owner and Manager and Property Owner will not be liable to Resident or Resident's guests or occupants for any damages or losses to residents' person or property. Manager will not be liable to Resident or Resident's guests or occupants for damage caused by other persons, including theft, burglary, assault, vandalism, or other crimes, personal injury or fire damage to or loss of their personal property (automobiles, furniture, jewelry, clothing, etc., from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Management has insurance to cover only the buildings, NOT your personal property. Manager strongly recommends that Resident secure insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Manager's duty to make needed repairs of same upon written request by Resident. Manager shall have no duty to furnish smoke detectors, security guards, or additional locks and latches, except as required by statute. When smoke detectors are furnished, Manager shall test same and initially provide working batteries at Rental Agreement commencement as required by statute; thereafter, Resident shall pay for and replace smoke detector batteries, if any, as needed. Resident agrees to test the smoke alarm monthly and report any malfunctioning alarm to Manager. If Manager's employees are requested to render services not contemplated in this Rental Agreement, Resident agrees to hold Manager harmless from all liability regarding same. In case of widespread emergency conditions, management will respond first to properties with safety issues, second to operation of businesses, and third to non-life-threatening issues.

\_\_\_ **12. INDEMNIFICATION AND HOLD HARMLESS:** This Lease Agreement is made upon the express condition that manager, owner, Houses, Inc. and their respected shareholders, members, officers, directors, employees, and agents shall not be liable for any loss, damage, injury, or other casualty of whatever kind or by whomever caused to any person or property, including resident or resident's property, occasioned by any cause whatsoever, including failure of manager or owner to keep the premises in repair or any other acts of negligence by or attributed to manager or owner. Resident hereby covenants and agrees to indemnify and hold harmless manager or owner from all liabilities, claims, lawsuits and damages by reasons thereof, and to indemnify manager or owner therefor, including all costs of defense and attorney's fee. Resident further acknowledges that manager or owner shall have no obligation to provide security in any form for the benefit of resident of resident property and resident hereby assumes such obligation. Resident is aware that this property is "in the wild", therefore, there are but not limited to deer, snakes, chiggers, ticks, spiders, rodents, and a whole assortment of creatures and Resident will not hold Owner responsible for any injury or illness caused by any of these or any other pests, critters, mammals and /or reptiles. It is Resident responsibility to provide any cautionary measures to protect themselves from any of the above.

\_\_\_ **13. REPAIRS AND MALFUNCTIONS.** Resident agrees to request all repairs and services in writing to Property Manager, except in an emergency when telephone calls will be accepted. Manager shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance that require such interruption. In case of malfunction of utilities or damage by fire, water or similar cause, Resident shall notify Property Manager immediately. In case of malfunction of air conditioning or other equipment, Resident shall notify Property Manager as soon as possible on a business day. Manager shall act with reasonable diligence in making repairs, and the Rental Agreement shall continue and the rent shall not abate during such periods. If damage to the premises from fire or other catastrophe is substantial in the reasonable judgment of Manager, Manager may terminate this Rental Agreement within a reasonable time by giving written notice to Resident. If the Rental Agreement is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. As of the date of this agreement, Manager warrants that the dwelling's sewage drains are in good working order and that they accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys,

large wads of toilet paper, balls of hair, grease, oil, clothing, rags, sand, dirt, rocks, cat litter, newspapers or other foreign substances. Residents agree to pay for any damage, repairs or clearing the drains of any and all apparatus (toilets, sinks, etc.) except those, which the plumber who is called will attest in writing, were caused by defective plumbing, tree roots, or acts of God.

- \_\_\_ **14. REIMBURSEMENT.** Resident shall promptly reimburse Manager for any loss, property damage, or cost of repairs or service caused on the premises or in the Premises community by negligence or improper use by Resident, or Resident's guests or occupants. Manager will not be liable for and Resident shall pay for the following if it occurs during the Rental Agreement term or renewal or extension period: (a) damage to doors, windows, or screens unless due to negligence of Manager, and (b) repair costs and damage from plumbing stoppages in lines exclusively serving Resident's Premises, and (c) damage from windows or doors left open. Manager's failure or delay in demanding damage reimbursement, late-payment charges, returned check charges, pet charges or other sums due by Resident shall not be deemed a waiver, and Manager may require payment of same at any time, including deduction from security deposit. Manager may require advance payment of repairs for which Resident is liable.
- \_\_\_ **15. WHEN MANAGER MAY ENTER.** If Resident or Resident's guest or occupant is present, then repairmen, servicemen, Manager, or Property Manager may enter the Premises during reasonable times for reasonable business purposes. If no one is in the Premises, then repairmen, servicemen, Manager or Property Manager may enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this Rental Agreement) if such entry is for: responding to Resident's request for repairs; estimating repair or refurbishing costs; extermination; preventive maintenance; filter changes; inspections; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; retrieving property owned or rented by previous Residents; showing Premises to prospective Residents (after move-out or vacate notice has been given or if Resident is in default of the lease agreement); or showing Premises to government inspectors, fire marshals, lenders, appraisers, prospective purchasers, or insurance agents. During and in anticipation of sub-freezing temperatures, Manager or Property Manager may enter the Premises and turn on heating units to a setting that will keep water pipes from freezing, and allow water to drip from the faucets to avoid permanent damage. Manager reserves the right to make an inspection of the Premises every six months or any other time as Manager may reasonably deem necessary. If owner offers the property for sale, the residence may be shown after reasonable notice is given to resident.
- \_\_\_ **16. DEFAULT BY RESIDENT.** If Resident fails to pay rent or other amounts owed by Resident under this Rental Agreement, or if Resident or Resident's guests or occupants violate this Rental Agreement or Manager's rules and regulations or applicable federal, state, and local laws, or if Resident abandons the Premises, then Property Manager may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident three days' written notice to vacate, and Manager shall be entitled to possession by eviction suit or any other lawful means. Notice may be mailed or personally delivered to Resident or left in a conspicuous place. After Manager or Property Manager gives notice to vacate or after Manager or Property Manager files eviction suit, Manager may still accept rent or other sums due, and such notice, filing, or acceptance shall not waive or diminish Manager's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Manager's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if three days' prior written notice is personally delivered to Resident, Manager may terminate utilities furnished and paid for by Manager. Manager may report unpaid rental or unpaid damages to local credit agencies for recordation in Resident's credit record.

**ACCELERATION.** In the event of default, all monthly rentals for the remainder of the Rental Agreement term, renewal or extension period shall be accelerated automatically without notice or demand (either before or after acceleration) and shall be immediately due and delinquent if, without Manager's written consent (i. e.) Resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-occupant) of intent to move out prior to the end of the Rental Agreement term or renewal or extension period, and (ii) rentals for the entire Rental Agreement term and renewal or extension period have not been paid in full. Remaining rents shall likewise be accelerated if Resident is evicted. Such right of acceleration is in lieu of having rental for the entire Rental Agreement term payable at the beginning of the Rental Agreement.

**COST OF RELETTING.** If Resident moves out, Manager shall use reasonable diligence to relet; all subsequent rentals received shall be credited against Resident's liability for future rentals. However, if Resident is evicted or if Resident moves out without Manager's written approval under paragraph 3 and without rent being paid in full for the entire Rental Agreement term or renewal or extension period, Resident shall remain liable for future rents and shall be charged for costs of reletting regardless of whether reletting attempts are successful. Since time, effort, and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing Premises, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees), it is agreed that costs of reletting shall be the amount stipulated in paragraph 3, such amount being reasonable under the circumstances existing at the time of signing. Such amount shall be due at move-out and shall liquidate Resident's liability for the above cost of reletting, but it shall not liquidate or terminate Resident's liability for past due rentals, future rentals, cleaning, repairing, repainting, lock changes, or other sums due under this Rental Agreement, and the foregoing shall not waive or diminish Manager's right to recover other amounts.

- \_\_\_ **17. PURSUANT TO SECTION 18-16-108 OF ARKANSAS CODE.** Upon the voluntary or involuntary termination of any rental agreement, all property left in and about the premises by the Resident or any occupant shall be considered abandoned, and may be disposed of by the Manager or

Property Manager as the Manager and/or Property Manager shall see fit without recourse by the Resident or any occupant. All property placed on the premises by the Resident or any occupant is subjected to a lien in favor of the Manager for the payment of all sums agreed to be paid by the Resident. Resident agrees that Manager may consider Resident to have abandoned the premises if 1) the electricity, gas or water in Resident's Premises has been disconnected either at the request of Resident or for nonpayment, and 2) Manager or Property Manager posts a notice in or on Resident's Premises and Resident fails to respond to such notice within three (3) days.

- \_\_\_ **18. FORWARDING ADDRESS.** A written copy of each Resident's forwarding address shall be left with Manager or Property Manager and with the U. S. Postal Service. If no forwarding address is provided, deposit will be forfeited. Manager is not responsible for undeliverable mail.
- \_\_\_ **19. MULTIPLE RESIDENTS OR OCCUPANTS.** Each Resident and each Resident's share of the total security deposit is jointly and severally liable for all obligations and sums due under the Rental Agreement. Violation of the Rental Agreement by Resident or Resident's guests or occupants shall be considered a violation by all Residents. Notice by Property Manager to one Resident constitutes notice to all Residents. Entry permission or service request from any Resident occupant, or guest shall be deemed to be from all Residents. The balance of all security deposits may be refunded in one check jointly payable to all Residents, and such joint refund check and/or itemization of deductions may be mailed to one Resident only.
- \_\_\_ **20. DELAY OF OCCUPANCY.** Managers shall endeavor to deliver possession of the dwelling to Resident by the commencement date of this Agreement. Should Managers be unable to do so, they shall not be held liable for any damages Resident may suffer as a consequence, nor shall this Agreement be considered void unless Managers are unable to deliver possession within ten (10) days following the commencement date. Residents' responsibility to pay rent shall begin when they receive possession.
- \_\_\_ **21. RELEASE OF RESIDENT.** Except as provided under the military clause below, Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-Residents, bad health, death, voluntary enlistment in the armed services or any other reason, unless otherwise agreed in paragraph 7. However, if Resident secures a replacement satisfactory to Manager or Property Manager, Resident's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. If Resident is or becomes a member of the Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, or is relieved from such active duty, then Resident may terminate this Rental Agreement by giving notice to Manager or Property Manager. Such notice shall effectively terminate the Rental Agreement 30 days after the next monthly rental payment is due. In such event, Resident agrees to furnish Manager a copy of the official orders, which warrant termination of the Rental Agreement. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, such Resident shall be entitled to return of security deposit(s) less lawful deductions.
- \_\_\_ **22. COPIES.** Resident acknowledges receipt of a copy of this Rental Agreement. A copy of Manager's rules and regulations, if any, will be furnished when Resident moves in, or earlier if desired. When a Condition & Inventory Check sheet form is completed after Resident moves in, both Resident and Manager should retain a copy.
- \_\_\_ **23. PEST CONTROL.** Although Manager may periodically treat the premises for pests, Resident assumes the responsibility for keeping the premises free of infestation by roaches, water bugs, rodents, moths, and other pests, and assumes the risk of all damages there from, and Manager shall not be liable or responsible for damages or injury to furnishings, wearing apparel, or personal belongings of the Residents or other occupants of the premises from such sources.
- \_\_\_ **24. SUBORDINATION.** This Rental Agreement shall be subject and subordinate to any mortgage that is now on or affects the leased premises or that any Manager of the premises may hereafter at any time elect to place on such premises, and to all advances already made or that may be hereafter made on account of any such mortgage, to the full extent of the principal sums secured thereby and interest thereon. Furthermore, Resident shall on request hereafter execute any documents that Manager's counsel may deem necessary to accomplish such subordination of Resident's interest in this Rental Agreement, in default of which Manager is hereby appointed as Resident's attorney in fact to execute such documents in the name of Resident, and this authority is hereby declared to be coupled with an interest and irrevocable.
- \_\_\_ **25. LOCKOUTS.** Should Resident lock themselves out of the dwelling and be unable to gain access through their own resources, they must call a Professional locksmith to let them in. In any case, they are responsible for payment or the charges and/or damages involved.
- \_\_\_ **26. SALE OF THE DWELLING.** If Managers sell this dwelling or otherwise transfer its Management to another party, they shall have the right to terminate by giving Residents written notice of at least sixty days, notwithstanding any conflicting occupancy rights Residents might have under this agreement.
- \_\_\_ **27. WAIVER.** Failure by Manager to exercise any option herein contained upon breach by Resident shall not constitute a waiver of Manager's right to exercise such option upon any further breach.

- \_\_\_ **28. COMPLETE AGREEMENT.** It is agreed that neither party hereto is relying upon any oral or written information or representation of the other party and that this Rental Agreement Contract constitutes the entire agreement between the parties and shall not be hereafter amended or modified except by written agreement signed by Resident and Manager.
  
- \_\_\_ **29. SEVERABILITY.** In the event any provision of this Rental Agreement Contract is declared to be invalid for any reason, it shall not affect the validity of any other provision of this Rental Agreement.
  
- \_\_\_ **30. GOVERNING LAW.** This Rental Agreement Contract shall be governed by the laws of the state of Arkansas. In any lawsuit involving contractual or statutory obligations of Owner/Manager or Resident, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party.
  
- \_\_\_ **31. BINDING AGREEMENT.** Resident and Grantor(s) hereby acknowledges that all terms, conditions, covenants, agreements and representations here are binding upon and shall inure to the benefit of the parties hereto, jointly and severally, their respective heirs and assigns.
  
- \_\_\_ **32. SPECIAL PROVISIONS.** The following special provisions and any addendum shall control over any conflicting provisions of this printed Rental Agreement.

**TENANT ACKNOWLEDGES THAT THE PROPERTY OWNER AND/OR THE PRINCIPALS OF HOUSES, INC. ARE LICENSED REAL ESTATE AGENTS AND/OR ATTORNEYS. RESIDENT UNDERSTANDS THAT LEASING AGENT/ MANAGEMENT FIRM IS IN THE BUSINESS OF REPRESENTING THE OWNERS FOR THE RENTAL OF REAL PROPERTY AND IS PAID A FEE FOR SUCH SERVICE.**

**RESIDENT AKNOWLEDGES THAT HE HAS THE RIGHT TO OBTAIN HIS/HER OWN REPRESENTATION.**

**HOUSES, INCORPORATED ITS OWNERS, EMPLOYEES, AND AGENTS, AND THE OWNERS OF EACH PROPERTY MANAGED BY HOUSES, INCORPORATED PROVIDE EQUAL OPPORTUNITY HOUSING AND WILL NOT DISCRIMINATE AGAINST ANY PERSON OR IMPOSE DIFFERENT TERMS AND CONDITIONS ON ANY PERSON BASED ON THE PERSON'S RACE, COLOR, FAMILIAL STATUS, RELIGION, SEX, AGE, PHYSICAL OR MENTAL DISABILITY, OR NATIONAL ORIGIN.**

**THIS IS A BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING.**

**Resident(s)**

**Houses, Incorporated**

\_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**Guarantor(s)**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

