

LYNNWOOD APARTMENTS

8840 Thomas Dr. #3
Sherwood, AR 72120
Phone 944-3674, Fax # 251-8157

Date _____

LESSEE (Renter) _____

LESSEE'S Present Address _____ Phone _____

City _____ State _____ Zip Code _____

Managers name & phone number if renting _____

E-mail address(s): _____

Employer _____ Phone: _____

Employer's Address _____

Street City State Zip Code

Car License # _____ Make _____ Model _____, Year _____, Color _____ of car: _____

D.L. # _____ DOB _____ S.S # _____

I, _____ hereinafter referred to as LESSEE, do hereby make application to rent, or lease, from LESSOR the property described as;

Thomas Drive, Apt. #
Sherwood, AR 72120

MARRIED [] SINGLE []

A maximum of two (2) persons may occupy any one-bedroom apartment. Lessee agrees the premises shall be occupied by _____ persons.

1. _____
(NAME) (AGE)

2. _____
(NAME) (AGE)

Any two adults occupying the same unit will be required to indemnify the lease separately and screened for ability to pay individually.

If any person moves into the premises other than those listed, this lease shall be null and void and LESSOR may take possession of premises immediately.

LESSEE agrees to lease, and/or rent, the above described property for and in consideration of the sum of \$400.00 per month under the following terms and conditions. CHECK OR MONEY ORDER ONLY. **NO CASH ACCEPTED.**

LESSOR hereby agrees to lease, and/or rent, the above described property to the LESSEE under the following terms and conditions for the period commencing the _____ day of _____, 20__ and ending the _____ day of _____, 20__ consisting of six (6) months. At the end of the six (6) months, all terms of the lease will continue on a month to month basis.

(1) SECURITY / DAMAGE DEPOSIT

LESSEE hereby deposits \$390.00 as the security deposit and/or clean up deposit. The \$10.00 deposit for keys is refundable upon the return of the keys (one door, one mailbox and one dumpster key). The parties mutually agree if all rent is paid in a timely manner, LESSEE (renter) vacates the premises in the time specified (after thirty (30) days written notice of intent to vacate) and leaves property in a condition similar to the condition that the LESSEE received the property, **deposit will be refunded less cleaning fees and/or any damages.** UNDER NO CIRCUMSTANCES SHALL THE DEPOSIT BE REFUNDED, IF LEASE TERM IS NOT FULFILLED OR AFTER THE LEASE TERM IS FULFILLED, IF LESSEE SHALL FAIL, FOR ANY REASON, TO GIVE THIRTY DAYS WRITTEN NOTICE OF INTENT TO VACATE. If the LESSEE damages the property in any manner, fails to pay rent on time, to clean the property after giving proper notice to vacate or is required to vacate because of a violation of any of the rules or conditions in this contract, the deposit will not be refunded. LESSOR may take judgment against LESSEE for any amount of rent due or for damage or clean up required that is not covered by the deposit.

Deposits to hold apartments are not refundable.

(2) FEES AND COST

The parties mutually agree that in the event that any litigation is required to enforce any term(s) of this contract, which the successful party, at the conclusion of any litigation shall be entitled to TEN PERCENT (10%) of the amount awarded as attorneys fees together with all costs incurred.

(3) PAYMENT

Rental payment will be paid in **check** or **money order only**. Due to the crime rate we cannot accept cash for DEPOSIT, RENT and or LATE FEES. Checks/money orders must have the building and apartment numbers noted on them. *THERE IS A \$30.00 CHARGE FOR ALL RETURNED CHECKS.*

(4) LATE CHARGES -- \$10.00 PER DAY

RENT IS DUE ON THE FIRST DAY OF EACH MONTH. LESSEE agrees that for each day the LESSEE fails to pay the rent, **after the first day of each month**, LESSOR shall be entitled to receive **\$10.00 per day as a late charge**. The late charge shall be in addition to any rent then owed and shall be a debt of LESSEE. The agreement to pay the late charge shall not prohibit LESSOR from taking possession of the premises at anytime LESSEE fails to pay the rent when due.

(5) LIEN ON PROPERTY

LESSEE agrees should he/she fail to pay the rent when due, the LESSOR shall be entitled to claim, place lien on any personal property found within the above described premises. Then at LESSOR'S option, take custody of the personal property, store the same and give notice to the LESSEE, as otherwise provided by law. If the LESSEE shall fail for a period of 30 days to reclaim the personal property and pay the sum(s) due the LESSOR shall be entitled to sell the personal property and apply it to the debt owed by the LESSEE.

(6) RIGHT TO INSPECT

LESSEE agrees that LESSOR shall have the right to enter the apartment to inspect the premises between the hours of 8:00am and 5:00pm on any given day, without notice; inspection may be made by apartment manager at anytime, whether the **LESSEE** is present or not.

(7) PHONE NUMBERS

We must have a valid work and home number on file at all times.

(8) LOST KEYS AND LOCK OUTS

If the manager has to come to let you in you will be charged a **\$10.00 fee** at that time. You must be prepared to pay this when management has to come to let you in.

(9) USE OF QUIET POSSESSION

LESSEE agrees that he/she, or any guest of his/hers, shall occupy the above described property in a quiet manner, and shall not have any musical instruments, television, stereo and other noise producing apparatus at a volume which shall cause any discomfort or displeasure to any adjoining tenants. The LESSEE agrees that in the event the Lessor shall warn LESSEE of an incident arising from the loud playing of music, loud talking, partying or any type of commotion arising from the LESSEE'S occupancy of the premises, LESSOR has the right to immediately terminate this lease. Then require the LESSEE to vacate the premises within 24 hours. In the event of the breach of this paragraph, LESSEE shall not be entitled to any rent or deposit refund.

(10) CAR WASHING / REPAIR OF AUTOS

LESSEE agrees that he/she shall not wash, repair or service any motor vehicles on or around the premises herein above described. (Change spark plugs, oil etc.)

(11) PARKING

There is one (1) assigned parking place per apartment. LESSEE agrees to park only in prescribed parking place. **ANY VEHICLE parked in a numbered space that does not have a parking permit issued by Lynnwood Apartments in the top right corner of the back window is subject to a immobilizer (Boot) to be placed on it or towed, without notice, at the owners expense.** If you change vehicles or have any car other than the one the permit is issued to, contact the office for a new permit or temporary permit—DO NOT PARK IN ANY NUMBERED SPACE WITH OUT A PERMIT. Any parking on grass, blocking of dumpsters, or parking in marked NO PARKING AREAS shall constitute a breach of contract, and shall give LESSOR an immediate right to ask the LESSEE to vacate the premises, and to pay for any damage caused. All autos parked in areas other than their assigned place are subject to being towed at owner's expense, without notice. Anyone parking in a visitors parking place overnight for more than seven days will be considered in violation of this agreement as well as those blocking other vehicles.

(12) WATER LEAKS — WATER SPILLS -- DAMAGE

It shall be the responsibility of the LESSEE to report immediately to the LESSOR any water leaks, or water damage or any kind of damage caused to the described premises whether the damage is the result of some negligence on the part of the LESSEE. Any damage caused by the overflow of tub, commode, lavatory, sink, water bed or any device containing water will be at the expense of the LESSEE. Any damage caused by frozen and burst water pipes as a result of LESSEE not leaving adequate heat on in freezing weather shall be paid by the LESSEE. NO TANK COVERS ALLOWED. IF YOU HEAR OR SEE WATER LEAKS OR RUNNING WATER REPORT TO MANAGEMENT IMMEDIATELY.

(13) REPAIRS / LOCKS

Repairs of any kind may only be authorized by Lynnwood Apartments, and charges by LESSEE

for any repairs, labor or materials is solely the LESSEE'S responsibility. The change of any lock by LESSEE is strictly forbidden and considered grounds for eviction since in the event of fire or busted water pipe Lynnwood Apartments must have immediate access.

(14) NO PET ALLOWED

There shall be **no pets of any kind** in the described premises, the LESSOR shall have an absolute right to take immediate possession of the described premises, and to exercise the other rights guaranteed to LESSOR herein. The LESSEE agrees that he will forfeit rent or deposit paid up to date that LESSOR repossesses the premises because LESSEE has brought a pet within the premises. **This includes pet sitting for someone else.**

(15) DECKS & PORCHES

Grills are not allowed on the decks of the upstairs apartments due to the fire hazard. Nothing can be left on outside decks and porches except for plants and what is considered outside furniture. Bags of trash must go to the dumpster immediately. Do not hang rugs and/or clothing on the railings.

(16) SATELLITE DISHES

Satellite dishes are not allowed.

(17) DISPOSAL OF TRASH

Lessee is responsible to bag trash before putting in dumpsters. **NO LOOSE TRASH. BAGGED ONLY.**

(18) EVICTION

LESSOR shall have the right to take possession of the described premises at any time that LESSEE shall fail to pay rental payment(s) when due after giving FIVE (5) DAYS NOTICE TO LESSEE. LESSEE understands that in the event the LESSEE shall fail to pay the rent when due, that at LESSOR'S option, LESSOR shall have the right to go into the premises, change the lock on the door and take any personal property belonging to LESSEE. Then place the same in storage, clean up the property and to relet it immediately without notice to anyone.

(19) NOTICE OF BREACH NOT REQUIRED

LESSOR is not required to give any notice of breach prior to evicting LESSEE.

I, the undersigned referred to hereinabove as **LESSEE** do hereby swear and affirm that I have read the above contract and understand and agree to all its terms. The LESSEE has examined the property and has determined it is free of defects, except as listed on move-in inventory & condition form attached here to. Whereas, the LESSOR (**LYNNWOOD APTS**) endeavors to rent to responsible persons a quiet place to live, the above rules are published and will be rigidly enforced. The entire plan is for each tenant to have peaceful occupancy without interference from any other tenant. If you have a complaint about a fellow tenant please call **835-2755**.

This is the entire contract existing between these parties. No oral representations are being relied on. The move-in inventory/condition form hereto attached shall become a part hereof.

ALL INFORMATION IS REPRESENTED BY YOU TO BE ACCURATE AND COMPLETE. YOUR SIGNATURE AUTHORIZES that a credit report, any prior rental history, employment information and background report (a felony is an automatic disqualification) may be obtained from Tenant Data Services, Inc. to process this application.

LESSEE _____ **DATE** _____
Signature

Previous place rented (*before present address*) _____
NAME OF OWNER OR MANAGER

(STREET) (CITY) (PHONE)

We will need a copy of your drivers' license or picture ID, social security card and last paycheck stub, plus three personal references and a former rental history.

REFERENCES
List 3 people known for 3 years or longer

NAME: _____ PHONE# _____

NAME: _____ PHONE# _____

NAME: _____ PHONE# _____

ADDENDUM TO CONTRACT

Apartment Lease Contract – Occupants Addendum

If a tenant wants to add another person to his or her contract, this is the procedure:

- (1) The new occupant must fill out an application form.
- (2) Pay a \$25.00 application fee
- (3) Application must be approved by the manager.
- (4) The monthly rent on the apartment will increase by \$50.00
- (5) Apartment occupancy limits:

2 persons to a 1 bedroom apartment

Note: Limit will have been exceeded upon birth of a child in some cases.

Tenant

Date

Manager – Lynnwood Apartments

Date