

HOUSE OR TOWNHOUSE LEASE CONTRACT

Date: 1/1/2021

1. **PARTIES.** This lease is between TBD (Resident) and NWA Custom Leasing (Owner) for property located at TBD in TBD, Arkansas, for use as a private residence only. The term "Resident" in this lease refers to all Residents listed above, unless otherwise stated. The term "Owner" will include Owner's authorized representatives.

OCCUPANTS. The House or Townhouse will be occupied by Resident and: (list all other adults and minors)

No other occupants are permitted, other than occasional guests. A guest will be considered an unauthorized occupant, rather than an occasional guest, if 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 Owner's representative.

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

2. **LEASE TERM.** The initial term of the lease shall commence on the 1st day of January 2021, and end on the 31st day of December, 2022.

3. **MOVE-OUT NOTICE AND EARLY MOVE-OUT.** At least 30 days' written notice of intent to move out must be given to Owner's representative. Verbal move-out notice is not sufficient under any circumstances. Resident's written move-out notice must terminate the lease on the last day of the month following the next rental due date after the notice. **If no 30-day written move-out notice is given to Owner's representative, Resident will forfeit the remainder of the security deposit after deduction of fixed cleaning/painting charges set out in Paragraph numbered 22 and any other charges for damages to which Owner is entitled.** If Resident moves out without rent being paid in full for the entire lease term or renewal or extension period, Resident will be liable for liquidated damages as set out in Paragraph numbered 18 below. In no event may Resident's written move-out notice terminate the lease sooner than the end of the lease term or renewal or extension period.

4. **HOLDOVER AND AUTOMATIC RENEWAL.** Resident agrees to give Owner thirty (30) days' written notice prior to the termination of the initial lease term stating that Resident does not desire to renew this lease. 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 lease term or any extension thereof, Owner may at its option: (a) treat such holding over as a renewal of the lease for a term equivalent to the preceding lease term at a rental equal to the prevailing rental charges of the Owner for substantially the same type of house or townhouse, subject to each of the covenants and conditions of this lease which shall continue

in full force and effect; or (b) refuse to renew the lease, in which event Owner shall give Resident three (3) days' notice to vacate the premises. Owner 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 Owner hereunder. Resident shall be liable to pay rents for the holdover period and to indemnify Owner 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.

5. SECURITY DEPOSIT. Resident agrees that the security deposit(s) will be the total sum of \$ TBD payable on or before signing of this lease. Refunds shall be made in accordance with this lease. **Resident may not apply any portion of the security deposit(s) to rent.** The full monthly rent shall be paid on or before the due date of each month, including the last month of occupancy.

6. RENT. Resident will pay \$ TBD rental for the lease term payable in 12 installments of \$ TBD, plus any prorated rental shown below, in advance and without demand at the property manager's office indicated below with the first installment due on the 1st day of January and 11 additional installments of the same amount due on the first (1st) day of each month thereafter until paid in full. Rent unpaid after the due date is delinquent and will authorize all remedies in this lease, particularly paragraph 18. If all rent is not paid on or before the third (3rd) day of the month (the late charge date), **Resident agrees to pay a late charge of \$10.00 per day until paid in full.** Daily late charges shall not exceed sixty (60) days for any single month's rent. **Resident agrees to pay a \$20.00 charge for each returned check, plus daily late charges from the late charge date until acceptable payment is received by Owner.** Pet charges for violating the pet restrictions contained in Paragraph numbered 15 of this lease shall be \$50.00 per day. Resident's right to possession and all of Owner'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 Owner shall be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks. At Owner's option, Owner may at any time require that all rent and other sums be paid in either by automatic bank draft, certified check, money order, or one monthly check rather than multiple checks. Cash will not be accepted. Prorated rental from the commencement date to the first of next month is \$ zero

RENT PAYMENTS MADE PAYABLE TO OWNER SHOULD BE SUBMITTED TO ADDRESS CHECKED BELOW:

**NWA Custom Leasing
ATTN: Property Manager
P.O. Box 10557
1204 E. Joyce Blvd., Ste. 102
Fayetteville, AR 72703
479-419-0088 (Cell)
479-582-4028 (Office)**

7. SPECIAL PROVISIONS. The following special provisions and any addendum shall control over any conflicting provisions of this printed lease form:

8. UTILITIES AND SERVICES. Resident will pay for all utilities and services, related deposits, and any charges, fees, or services on such utilities and services, and will be responsible for scheduling hookups. Resident will at all times keep electric, water, trash and gas service to the house or townhouse. If any of these services are discontinued for any reason, Owner may reinstate such service and charge the cost of such reinstatement and the utility or service to Resident. In order to abide by city ordinance, Resident hereby agrees to place waste and garbage inside a plastic bag before placing it at the required location, or Resident may be subject to a fine. If permitted by law, Owner shall have the right at any time and from time to time to contract for service to the house or townhouse community, including Resident's house or townhouse, from companies providing electric, gas, water, sewer, sanitation, telephone or cable television service. Owner 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.

9. RULES AND REGULATIONS. Resident, Resident's guests, and occupants shall comply with all written rules and regulations, which shall be considered part of this lease. Owner may make reasonable rule changes, effective immediately, if in writing and distributed to Resident. Resident agrees that the conduct of Resident and Resident's guests and occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or conveniences of other persons in the house or townhouse community. Resident shall be liable to Owner for damages caused by Resident, Resident's guests, or occupants. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. The house or townhouse shall be kept clean and sanitary by Resident. Garbage shall be disposed of at least weekly, only in the appropriate location. Any swimming pools, hot tubs, exercise rooms, storerooms, laundry rooms, and other improvements are to be used wholly at the risk of the person using them. Owner may regulate the manner, time and place of all parking. Owner may regulate, prohibit or limit from the house or townhouse community, the following: motorcycles, recreational vehicles, boats, trailers, deliverymen, solicitors, and guests who in Owner's reasonable judgment have been disturbing the peace, disturbing other residents, or violating this lease or townhouse rules and regulations. All vehicles parked on the premises must be operable and have valid current license plates. "Operable" means the vehicle must have inflated tires, have all major components intact, including windows, windshields, and be reasonably clean. Any violation of the foregoing will subject the vehicle to be towed at the expense of the vehicle owner or operator. Flashlights (and not candles or kerosene lamps) shall be used if electricity is interrupted or terminated. No business or childcare services may be operated in or from the house or townhouse. Upon non-payment of the lease term or renewal or extension period Resident is no longer entitled to the occupancy or keys. Keys may not be duplicated without Owner's written consent. All written rules may be enforced through Owner's representatives or agents, and Resident shall hold same harmless from reasonable enforcement.

10. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT. Resident accepts the house or townhouse, fixtures, and any furnishings as is. Owner makes no implied warranties. A Statement of House or Townhouse Condition and Security Deposit Return form will be provided to Resident upon move-in. Within 48 hours after move-in, Resident shall note any defects or damages on the form and return it to Owner's representative; otherwise, everything will be deemed to be in clean and good condition. Resident accepts the premises subject to and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. Resident must use reasonable diligence in care of the house. Resident may not make any alterations or improvements without Owner's prior written consent. No holes or stickers shall be put anywhere inside or outside of the house, 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 Owner's rules and regulations. No antenna or satellite receiver installation, additional phone or cable TV outlets, or lock changes (including re-keying or additions of

locks) will be permitted except by Owner's prior written consent. Resident will not remove Owner's fixtures or furniture from the house for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for house fixtures and any lamps furnished by Owner; thereafter, light bulbs will be replaced at Resident's expense. When moving out, Resident agrees to surrender the house or townhouse in good, clean condition, as determined by Owner.

11. CLASSIFICATIONS OF PROPERTY. (1) House or Townhouse: Subject to the provisions of paragraph 16 herein, the interior of the house or townhouse shall be under the exclusive control of Resident. (2) Common Areas: If any, balconies, stairways, grounds, parking lots, driveways, and amenities (including, but not limited to club room, fitness center, pool, playground, tennis court, basketball court, volleyball court, and similar facilities) are common areas for the nonexclusive use and benefit of Owner and all residents.

12. LIABILITY. Owner will not be liable to Resident or Resident's guests or occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Owner will not be liable to Resident or Resident's guests or occupants for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Owner 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 Owner's duty to make needed repairs of same upon verbal or written request by Resident. Owner 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, Owner shall test same and initially provide working batteries at lease 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 Owner. If Owner's employees are requested to render services not contemplated in this lease, Resident agrees to hold Owner harmless from all liability regarding same. Residents on premises adjoining or in proximity to golf courses assume the risk of damage to personal property and personal injuries caused by golf balls and agree to hold Owner harmless for any such damage or injury.

13. REQUESTS, REPAIRS AND MALFUNCTIONS. Any notices and requests, including those for repairs, installations, security-related services or other services, must be communicated by Resident to Owner's designated representative at lacey@rigginscustomhomes.com or text (479) 419-0088 (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or other equally dire emergency). Resident will notify Owner of emergencies immediately, by the fastest available means. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption. In case of malfunctioning of air conditioning or other equipment, Resident shall notify Owner's representative as soon as possible on a business day. Owner shall act with reasonable diligence in making repairs; and the lease 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 Owner, Owner may terminate this lease within a reasonable time by giving written notice to Resident. If the lease is terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

14. REIMBURSEMENT. Resident shall promptly reimburse Owner for any loss, property damage, or cost of repairs or service caused in the house or townhouse or house or townhouse community by negligence or improper use by Resident, or Resident's guests or occupants. Owner will not be liable for and Resident shall pay for the following if it occurs during the lease term or renewal or extension period: (a) damage to doors, windows, screens unless due to negligence of Owner, and (b) repair costs and

damage from plumbing stoppages in lines exclusively serving Resident's house or townhouse, and (c) damage from windows or doors left open. Owner'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 Owner may require payment of same at any time, including deduction from security deposit. Owner may require advance payment of repairs for which Resident is liable.

15. NO PETS (ANIMALS). No pets (animals including mammals, rodents, reptiles, birds, fish, and insects) are allowed, even temporarily, anywhere in the house or townhouse community unless Owner has so authorized in writing. No unauthorized pets, stray animals, or wild animals may be fed from the house or townhouse or any part of the community. These prohibitions apply to non-pet animals used in trade or profession. An animal deposit is considered a general security deposit. Upon written request, Owner may authorize a service/support animal for a disabled Resident, but will require a written statement from a qualified professional verifying the Resident's disability and the need for the service/support animal as an accommodation. If Owner authorizes a pet or service/support animal, Resident must sign a separate Animal Addendum. Violation of the foregoing by Resident or Resident's guests or occupants, with or without Resident's knowledge or permission, will subject Resident to the charges, damages, and eviction provisions of this lease.

16. CONSENT TO REASONABLE ENTRY. Resident consents, when Resident or Resident's guests or occupant is present, to entry of the house or townhouse at reasonable times for reasonable business purposes, by Owner, Owner's representatives, repair persons, or service persons. If no one is in the house or townhouse, repair persons, service persons, Owner or Owner representatives are hereby given consent to enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this lease) if such entry is for responding to Resident's request; 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 leased by previous Residents; showing house to prospective Residents (after move-out or vacate notice has been given); or showing house to government inspectors, fire marshals, lenders, appraisers, prospective purchasers, or insurance agents. Entry permission or service request from any Resident, occupant, or guest shall be deemed to be from all Residents. During and in anticipation of sub-freezing temperatures, Owner or Owner's representatives are hereby given consent to enter the house 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 property damage.

17. DEFAULT BY OWNER. Owner agrees to act with customary diligence to: (a) maintain fixtures, furniture, hot water, heating and air conditioning equipment, (b) remain in substantial compliance with applicable federal state and local laws regarding safety and sanitation, and (c) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident or Resident's guests or occupants. If Owner violates the foregoing, Resident may terminate this lease only when the following procedures are followed: (1) Resident shall make written request for repair or remedy of the condition, and all rents must be current at such time, (2) after receipt of such request, Owner shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities, (3) if such reasonable time has lapsed and if Owner has not made a diligent effort to repair, Resident shall then give Owner written notice of intent to terminate the lease unless the repair is made within 7 days, and (4) if repair has not been made within 7-day period, Resident may terminate this lease. Then the security deposit(s) and prorata rent will be refunded as required by law.

18. DEFAULT BY RESIDENT. If Resident fails to pay rent or other amounts owed by Resident under this lease; or if Resident or Resident's guests or occupants violate this lease or Owner's rules and regulations or applicable federal, state, and local laws, including any violation of criminal laws regardless of whether such violation occurs on or off the premises; if Resident gives any false or incorrect answers in a rental application; if Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or any government entity; or if Resident abandons the house or townhouse, then Owner's representative may (with or without demand for performance) terminate Resident's right of occupancy by giving three (3) days' written notice to vacate, and Owner shall be entitled to possession by eviction suit or any other lawful means. Notice may be mailed or personally, delivered or left in a conspicuous place. Termination of possession rights or subsequent re-letting by Owner shall not release Resident from liability for future rentals under this lease. After Owner gives notice to vacate or after Owner files an eviction suit, Owner may still accept rent or other sums due; and such notice, filing, or acceptance shall not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past due or future rent, or other sums due. If Resident's rent is delinquent and if three (3) days' prior written notice is personally delivered to Resident, Owner may terminate utilities furnished and paid for by Owner. Owner may report unpaid rental or unpaid damages to local credit agencies for recordation in Resident's credit record.

FALSE INFORMATION. Resident understands that the information provided to Owner in connection with qualification guidelines for Residents of this house or townhouse are relied upon by Owner in entering into this lease contract. Should the information provided prove to be false, Resident understands that same shall be considered as a material breach of the lease entitling Owner to evict Resident upon (30) days' written notice.

ACCELERATION. All monthly rentals for the remainder of the lease term of 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 Owner's written consent: (1) 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 lease term, renewal, or extension period, and (2) rentals for the entire lease term and renewal and 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 lease term payable at the beginning of the lease.

LIQUIDATED DAMAGES. Owner and resident have contemplated and agree that Owner will suffer damages in the event Resident vacates without having paid rent for the entire lease term, and any extensions thereof, and that the amount of damages will be difficult to ascertain. Owner and Resident agree that, in such event, Owner shall be entitled to recover as liquidated damages an amount equal to one half of the rent calculated from the first day of the month following the date on which Resident vacates the home through the end of the lease term; but in no event shall the amount of liquidated damages exceed an amount equal to three months periodic rent as provided in the lease contract. Owner and Resident agree that the amount of liquidated damages is in reasonable proportion to the damages the parties contemplate will be incurred by Owner, should Resident fail to perform this lease contract. The agreed liquidated damages are specifically intended to be reasonable compensation for unpaid rent for the remainder of the lease term, and any extension thereof, and do not include damages for unpaid rent or late charges which accrue during any month in which Resident occupies the house or townhouse, property damage caused by any Resident or occupant, cleaning charges and painting charges.

19. ABANDONMENT/LIEN. Pursuant to Ark. Code Ann. Section 18-16-108, upon the voluntary or involuntary termination of any lease 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 Owner as the Owner 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 Owner for the payment of all sums agreed to be paid by the Resident. Resident agrees that Owner may consider Resident to have abandoned the premises if 1) the electricity or water in Resident's house or townhouse has been disconnected either at the request of the Resident or for nonpayment, and 2) Owner posts a notice in or on Resident's house or townhouse and Resident fails to respond to such notice within three (3) days.

- 20. FORWARDING ADDRESS.** A written copy of each Resident's forwarding address shall be left with Owner or Owner's representative and with the U.S. Postal Service.

DEDUCTIONS FROM TOTAL SECURITY DEPOSIT

- 21. CLEANING AND PAINTING.** Resident agrees to clean the house or townhouse, including furniture, bathrooms, and kitchen appliances, thoroughly at move-out. Resident understands that the house or townhouse will also be cleaned commercially and a reasonable charge to complete such cleaning shall be deducted from the security deposit. If Resident fails to clean at move-out, reasonable charges in addition to the commercial cleaning charges will be deducted to complete such additional cleaning. This includes any utility expenses incurred because of such additional cleaning. It is further understood by Resident that Owner has cleaned the carpets and painted the house or townhouse interior in advance to Resident occupying the residence. Resident acknowledges and agrees that Owner will paint the house or townhouse interior and clean the carpets when Resident moves out and that costs for interior painting and cleaning the carpets will be deducted from Resident's security deposit.

- 22. FIXED CLEANING CHARGE.** The following minimum charge will be deducted in any event for cleaning and painting which Owner requires to be done commercially or by Owner's employees: **\$500.00**. This charge does not relieve Resident from the cleaning provisions of paragraph 21 above.

- 23. OTHER DEDUCTIONS.** Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the lease; unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs to the house 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 house when Resident has lost or forgotten key; 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 19; removing illegally parked vehicles; late payment and returned check charges; attorney's fees, court costs, and Owner's or Owner's representative's time and inconvenience in any valid eviction proceeding against Resident; and other lawful deductions. If keys are not returned or if rent has been accelerated under paragraph 18 or if Resident is evicted, charges may be made for change of door locks and new keys. Security deposit(s) will be first applied to non-rent items, then to unpaid rent. 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.

If Resident fails to give notice as required under paragraph 3, there will be no refund of Resident's security deposit.

- 24. INSPECTION UPON MOVE-OUT.** Resident is urged to make an appointment with Owner's representative for move-out inspection of the house, using MOVE-IN and MOVE-OUT inventory and

condition forms. Estimates or commitments by Owner's representative regarding the amount or deductibility or repairs, damages, or charges are subject to subsequent correction, modification or disapproval by Owner before final refunding or accounting.

25. RETURN OF DEPOSIT. After lawful deductions have been made, the balance of all security deposits and an itemized accounting of any deductions will be mailed to Resident no later than 30 days after the surrender except where otherwise provided by statute. For purposes of determining relinquishment of possession, damages, clean-up charges and other deductions, "surrender" shall occur on the latest of the following dates: (a) when all keys have been turned in, (b) when move-out date has expired and all Residents live elsewhere, or (c) when it reasonably appears that all Residents have permanently moved out.

26. DELAY OF OCCUPANCY. If occupancy is or will be delayed because of construction or prior resident's holding over, Owner shall not be liable to Resident for such delay, and the lease shall remain in force subject to (1) abatement of rentals on a daily basis during delay, and (2) Resident's right to terminate as set forth below. Notice of such termination must be in writing. After such termination, Resident shall be entitled only to refund of deposit(s) and any rentals paid. Resident's above right of rent abatement or lease termination shall not apply if delay is due to cleaning or repairs, which do not prevent occupancy by Resident.

NOTICE OF ACTUAL DELAY. If Owner gives written notice of delay to any one of the Residents listed in paragraph 1 on or after lease commencement date and if such notice states that occupancy has been delayed because of construction or a prior resident's holding over and the house will be ready for occupancy on a specific date, Resident may terminate the lease within three (3) days after delivery of such written notice, but not thereafter.

NEW COMMENCEMENT DATE. A readiness date given by Owner to any Resident in writing shall be considered the new lease commencement date for all purposes, including the right of Resident to terminate under this paragraph if the house is not ready on such new commencement date. Such new commencement date may never be moved to an earlier date except by mutual agreement of Owner and Resident.

NO NOTICE OF DELAY. If holdover or construction delay actually occurs and if Owner has not given notice of delay under one of the above paragraphs, Resident may terminate prior to the date the house is ready for occupancy, but not thereafter.

27. RENT INCREASES. The following shall apply unless otherwise specified in paragraph 7. Owner reserves the right to institute periodic rent increases. Resident will receive a written 30-day notice of rent increase. No rent increases shall be allowed during the lease term.

28. COPIES. Resident acknowledges receipt of a copy of this Lease Contract. A copy of Owner's rules and regulations, if any, will be furnished when Resident moves in, or earlier if desired. When a Statement of House or Townhouse Condition and Security Deposit Return form is completed after Resident moves in, both Resident and Owner should retain a copy.

29. PEST CONTROL. 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 Owner shall not be liable or responsible for damages or injury to personal belongings of any Resident or occupant of the premises from such sources.

30. MOLD AND MILDEW. Resident agrees to regularly inspect the house or townhouse for water

leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows, and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Resident agrees to clean and remove mold and mildew in accordance with cleaning instructions available from Owner. If Resident discovers mold and mildew in areas not accessible to Resident for cleaning, Resident agrees to inform Owner so that Owner can remove mold and mildew from those areas.

31. INSPECTION. Owner reserves the right to make an inspection of the house or townhouse every six months or any other time as Owner may reasonably deem necessary.

32. LAWN CARE. Resident assumes the responsibility for keeping the lawn mowed and cared for including watering grass, shrubs and trees, weed removal and trimming of shrubs.

33. WAIVER. Failure by Owner to exercise any option herein contained upon breach by Resident shall not constitute a waiver of Owner's right to exercise such option upon any further breach.

34. COMPLETE AGREEMENT. It is agreed that neither party hereto is relying upon any oral or written information of the other party and that this Lease Contract constitutes the entire agreement between the parties and shall not be hereafter amended or modified except by written agreement signed by Resident and Owner.

35. SEVERABILITY. In the event any provision of this Lease Contract is declared to be invalid for any reason, it shall not affect the validity of any other provision of this Lease Contract.

36. GOVERNING LAW. This Lease Contract shall be governed by the laws of the state of Arkansas.

37. BINDING AGREEMENT. Resident hereby acknowledges that all terms, covenants, agreements and representations herein are binding upon and shall inure to the benefit of the parties hereto, jointly and severally, their respective heirs and assigns.

**NO SECURITY DEPOSIT WILL BE REFUNDED UNLESS 30-DAY WRITTEN NOTICE IS GIVEN BY RESIDENT AND RESIDENT HAS FULFILLED THE TERMS OF THE LEASE.
THIS IS A BINDING LEGAL DOCUMENT—READ CAREFULLY BEFORE SIGNING.**

Resident Signature(s)

Owner or Owner's Representative

X _____

X _____

X _____

X _____

X _____