

Rental Agreement
1025 South Oak Street
Villas: 1, 2, 3, 4, 5, 6, 10, 11, and 12
825 West Wilson
Villas: 7, 8, and 9

Between resident (name) and owners Jim and Kaye Wright

On Villa No (number) at 1025 South Oak Harrison, AR 72601

for use as a private residence only.

The initial term of this lease shall commence on the 1st of (month) (year), and end the last day of (month) (year).

Other matters affecting lease terms: This contract will be automatically renewed on a monthly basis beginning with the first day of the month unless written notice of termination is given at least 30 days before the end of the above lease term or unless another rental contract is signed by both parties.

Notice: At least one full calendar months' notice of intent to vacate must be given to owner prior to moving at the end of the above lease term and any renewal or extension period. This means that such notice (often called a thirty day notice) given July 1, for example, would require that rent be paid in full through July 31st(in the case of a lease having been renewed on a month to month basis as set forth in paragraph three hereof.) Notice of rent increase or of other modification of lease terms shall be given at least thirty days prior to the expiration of the current lease.

Cleaning deposit: Resident agrees that a cleaning deposit shall be the sum of \$300.00 payable on or before the signing of this contract. The thirty-day written notice provision in the contract will be strictly enforced. If the resident moves out prior to the ending date of the initial lease term or extension period, resident will forfeit deposit and still be responsible for remaining time on lease.

Rent: Resident(s) will pay \$450.00 per calendar month for rental, payable in advance and without demand to Timber Oaks Apartments, 3355 Steep Hill Drive, Harrison, AR 72601-8554), on or before the first day of the month without a grace period. Rent paid after the first day of the month shall be deemed as late, and if rent is not paid by the fifth of the month, resident agrees to pay a late charge of \$35.00. Rent not paid by the tenth of the month will void rental agreement and resident will be automatically evicted. Resident will have until the fourteenth day of the same month to be completely moved out of apartment, Resident agrees to pay a \$30.00 charge for each returned check.

Utilities: Owner will furnish trash pickup only. Resident shall pay all other utilities. All utilities shall be used for ordinary household purposes only.

The apartment will be occupied by (name) only
Unless authorized consent is given by owner.

Cigarette Smoking: This apartment is non-smoking only. Resident agrees not to smoke inside premises.

Pets: Resident will not permit a pet, even temporarily, on the premises. The presence of an unauthorized pet will be cause for immediate eviction.

Subletting: Subletting, assignment or securing a replacement tenant will be allowed only by written approval of owner.

Condition of the premises on moving in and out is as follows: when moving out, resident agrees to surrender apartment in the same condition as when received, reasonable wear expected. Resident has

examined and accepted the apartment, fixtures and or furniture as is. Resident shall have the right to report defects or damages to owner within 24 hours after taking possession of the apartment. Resident shall use reasonable diligence in care of the apartment. Resident may not make any alterations of owners' property or fixtures, no large holes shall be put in the walls (small nails may be used to hang pictures), ceilings, woodwork, or floors, no wall mounted televisions, no waterbeds, antenna installations, additional phone or cable TV outlets, no satellite dishes, no lock changes, or additional locks. Resident will not move owner's fixtures, furniture and/ or furnishings from the apartment for any purpose. Resident agrees that out of deposit owner will retain amount equal to cost of having carpets cleaned by a professional carpet cleaning service. Patios shall not be used as storage for appliances such as refrigerators, deep freezers, etc.

Resident agrees to reimburse owner promptly for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by resident, his or her agents, family, or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when owner or owner representative makes demand. Owner's failure or delay in demanding damage reimbursement, late payment charges, pet penalties, or other sums due by resident shall not be deemed a waiver; and owner may demand same at any time, including move-out.

Owner will not be liable: Owner will not be liable for any damages or losses to person or property caused by other residents or other persons. Owner shall not be liable for personal injury or damage or loss of resident's personal property (furniture, Jewelry, clothing, etc.) from theft, vandalism, fire, rain, hail, smoke, explosion, sonic booms, act of God, or other cause whatsoever. Owner recommends that resident secures his or her own insurance to protect themselves against all of the above occurrences.

Repairs and malfunctions: Resident agrees to request that all repairs and services be in writing if possible but telephone calls are always welcome. In case of malfunctions of equipment or utilities, of damage by fire, water or other cause, resident shall notify owner immediately and owner shall act with due diligence in making repairs and rent not abate during such periods.

When owner may enter: Owner or owner's representative or serviceman may enter at reasonable times for the following purposes: Requested repairs, extermination, preventative maintenance, emergency safety or fire inspection, fire marshals, mortgage lenders, prospective purchases, or to prospective residents (after lease termination notice has been given).

Default by resident: If resident fails to pay rent or other lawful charges when due; or if resident fails to reimburse owner for damages, repairs, or plumbing service costs when due; or if resident abandons the apartment complex or otherwise violates this contract or owner's rules and regulations or applicable state and local laws; Or otherwise violates lease; Then owner or owner's representative may terminate residents right of occupancy by giving resident a three day notice in writing. Notice may be sent by mail or personal delivery to resident's apartment. Such termination does not release resident from liability for future rentals. If owner prevails in any suit for eviction, unpaid rentals, charges or damages, resident shall be liable for court costs and reasonable attorney fees; And all rental and damage records to credit bureaus for recordation in resident's credit record as permitted according to law.

Automobiles: Automobiles are to be parked only in spaces reserved for them along the front of their villa. Guest parking will be provided. No parking of campers, trailers, boats, inoperable automobiles, of any kind, and no more than two automobiles. Resident will keep any fluids that might leak from there automobiles cleaned up. No vehicles will be left overnight on jack stands or other devices to lift automobiles while servicing.

General: This contract and its attachments are the entire agreements between the parties, and resident acknowledges that no other oral or written agreement exists, whether express or implied. This contract may be modified only in writing signed by all parties. All residents statements in the

rental application were relied upon by the owner in executing this contract, and any misinformation therein shall be considered cause for termination by owner of resident's right of occupancy. In the event of more than one resident, each resident is jointly and severally liable for each provision of this contract. Each of the undersigned states that he or she is of legal age to enter a binding contract for lodging. All obligations are to be performed in the county where the apartment is located. Any clause in this contract or attachment hereto declares invalid by law shall not terminate or invalidate the remaining parts of this contract.

Trash pickup: Will be weekly. Please place trash in plastic bags and place in dumpster for a Wednesday pickup.

Special Provisions: None

This is a binding legal document. Read carefully before signing.

Resident

Owner

(Name)

Jim or Kaye Wright

Entergy: 1-800-368-3749

Harrison Water Dept.: 741-2957 (Be sure to inform water dept. that your trash pickup is provided by an Inland Sanitation Dumpster paid for by Timber Oaks Apts. so you will not be billed extra for trash.)