

The following documents are attached to this PDF file.

APPLICATION

LEASE AGREEMENT which must be initialed at every underlined area at the beginning of each paragraph including the first sentence in the lease and must be signed and dated and all attachments (A) through (F) following Item # 29 must be initialed.

All tenants whose name is on the lease must sign and initial where indicated on the lease and all attachments.

SIGNATURES AND INITIALS ON ALL LEASES, ATTACHMENTS AND APPLICATIONS MUST BE SIGNED – NOT TYPED.

PET RULES which must be signed even if you do not have a pet, you must put **NO PET** where it says “tenant to house said pet_____“

Do not assume your PET will be accepted – We reserve all rights to accept or decline any pet for any reason.

HOUSE RULES - read carefully, they are enforced.

FITNESS CENTER RULES ETC. - guess must be preapproved and must sign a waiver

SWIMMING POOL RULES - read carefully no more than 2 guests may accompany you to the pool at one time, unless approved in advance.

ENTERGY INFORMATION – You must have the utilities turned on in your name prior to moving into the apartment.

A lease is not considered accepted until signed and dated by an Authorized Agent of the Apartments.

A lease will not be signed until the following have all been fulfilled:

A completed and **APPROVED** application for each applicant that is going to be living in the unit.

A \$25.00 Application Fee for each applicant – there is only one application fee for a married couple, both must complete an application.

A \$300.00 Security Deposit.

A copy of each applicant’s Driver’s License or a State Approved Picture ID.

IF A CO-SIGNER IS REQUIRED:

A Co-Signer Application and a Co-Signer Lease Agreement completely signed and approved with a copy of Co-Signer’s Driver’s License and a \$25.00 application fee for each Co-Signer. **Signature must be signed not typed.**

A COPY OF THE CO-SIGNER APPLICATION AND LEASE AGREEMENT CAN BE OBTAINED ON OUR WEB SITE.

www.arkansasapartments.net

[HOME](#)

Rental Application

To Be Completed Separately by Every Adult Tenant

HJG, LLC

ROSE LAWN APARTMENTS

BACKGROUND INFORMATION AND HISTORY

EMAIL ADDRESS _____

NAME: _____ Social Security # _____ Drivers License # _____

Home Phone _____ Work Phone _____ Other Phone _____

Current Address _____ / _____ / _____ / _____

Manager's Name _____ Manager's Phone _____ City _____ State _____ Zip-Code _____
Length of Residency _____

Reason for Leaving _____

Previous Address _____ / _____ / _____ / _____

Manager's Name _____ Manager's Phone _____ City _____ State _____ Zip-Code _____
Length of Residency _____

Reason for Leaving _____

Name(s) and Relationship(s) of every applicant to live with you _____

Do You Have A PET ____ Type of PET _____ **Do you SMOKE** ____ Any Water Filled Furniture _____

EMPLOYMENT HISTORY

Employer _____ Current Occupation _____ Phone _____

Supervisor _____ Yrs. _____ Monthly Income _____ Other _____

CREDIT HISTORY

Do you have an account with a local bank? Yes ____ No ____ Which Bank/Branch? _____

Have you ever filed Bankruptcy? Yes ____ No ____ Have you ever been sued? Yes ____ No ____ Have you ever been Evicted? Yes ____ No ____

Explain if yes to any of the above _____

MISCELLANEOUS:

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

Personal Reference _____ Address _____ Phone _____

Personal Reference _____ Address _____ Phone _____

Emergency Contact _____ Relationship _____ Phone _____

Name(s) of any person(s) other than applicant authorized to enter your apartment in your absence _____

I certify that all the information given above is true and correct, I authorize the Owner/Manager of the property listed above to verify any and all of the information and references provided and to obtain all relevant credit background information pertaining to me. I instruct you to contact and employment or credit check concerning the application. I/We are paying a non-refundable holding deposit of \$ _____ this is to hold the apartment known as _____ AR. I/We acknowledge that the Manager is holding an apartment. I/We forfeit all rights to the holding deposit listed above and could be liable for rent until apartment is re-rented. I/We understand that Dale King/Sarah Schroyer is an Agent of the Landlord and is a Representative of the Landlord. I/We acknowledge that this written notice was received before I/We received a lease agreement.

Applicants Signature

Date

Co-Applicant Signature

Date

Manager's Signature

Date

www.arkansasapartments.net

ADDRESSES AND FAX NUMBERS

Rose Lawn Apartments * A **\$25.00 application fee is required.**

200 Walrose Circle – Searcy, AR. 72143

Phone: 501-268-9800

Fax: 501-268-9801

E-mail to: roselawn@cablelynx.com

Carriage House Apartments

2501 Erin - Paragould, AR 72450

Phone Number: 870-236-6500

Fax Number: 870-934-0878

Email Address: carriageapartments@yahoo.com

Williamsburg Apartments

1601 Aggie Road - Jonesboro, AR 72401

Phone Number: 870-931-2058 or Cell 870-316-9861

Fax Number: 501-232-4130

Email Address: williamsburgmanager@yahoo.com

Stadium Place Apartments

3719 Stadium Boulevard - Jonesboro, AR 72404

Phone Number: 870-931-0333

Fax Number: 870-931-0353

Email Address: stadiumplaceapt@yahoo.com

Black Oak Apartments

608 Black Oak Avenue - Springdale, AR 72764

Phone Number: 479-756-6890

Fax Number: 479-439-4744

Email Address: blackoak6@cox.net

The Meadows Apartments

3700 Caraway - Jonesboro, AR 72401

Phone Number: 870-934-0885 or 870-934-0878

Fax Number: 870-934-0878

Email Address: themeadowsapartments@yahoo.com

Craighill Townhomes

3719 Stadium Boulevard - Jonesboro, AR 72404

Phone Number: 870-931-2058

Fax Number: 870-275-4022

Email Address: craighill3800@yahoo.com

You will need to call at least **3 business days** in advance to have your electric transferred into your name for move in date.

Entergy Phone # 800-368-3749

You will be asked the following questions:

Whose name is the electric in at this time:

HJG, LLC

Your Move in address:

(Your Apartment Number) **Walrose Circle**

Searcy AR 72143

If the electric has not been transferred into your name at move in date, you will be billed at move in \$5.00 per day through confirmation date given to us by Entergy.

WE **DO** CALL TO CONFIRM TRANSFER DATE:

Under NO circumstances will you be given a key until we have a confirmation date from Entergy.

**RENTAL AGREEMENT
LEASE FORM**

____. **This Lease Agreement dated:** _____, is made between the owner HJG, LLC of

Rose Lawn Apartments and Resident(s) _____

For rental of the apartment # _____ located at 200 Walrose Circle in Searcy, Arkansas, for use as a private residence only.

The term "Resident" in this lease refers to all Residents listed above. The term "Owner" will include Owners authorized Representatives. Under the following terms and conditions:

____. **Fixed-term agreement: (lease)** Resident(s) agree to lease the dwelling for a fixed term of _____ beginning on _____ and ending on _____ . Upon expiration of this lease

agreement the monthly rental rate shall automatically change to \$ _____. Unless either Resident(s) or Owner(s) notify the other party in writing thirty days prior to expiration that they do not wish this agreement to continue on any basis. If Resident(s) vacate before the lease term ends, Resident(s) will be liable for the balance of the rent for the remainder of the term.

____. **RENT:** Resident will pay \$ _____ rental for the lease term payable in the following manner: (a) prorated rent from commencement date to the first of the next month in the amount of \$ _____; and (b) _____ installments of \$ _____, in advance and without demand at the manager's office with the first monthly installments due on the 1st day of _____, and _____ additional installments of the same amount due on the **first** 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 12. If all rent is not paid on or before the **fifth** day of the month, Resident agrees to pay a late charge of \$50.00 for the month of past due rent.

____. **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 or money orders. At Owner's option, Owner may at any time require that all rent and other sums be paid in either certified check, cashier's check, money order, credit card or one monthly check rather than multiple checks.

CASH WILL NOT BE ACCEPTED.

____. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.**

____. **RETURNED CHECKS:** Resident agrees to pay a \$25.00 charge for each returned check, plus the \$50.00 late charge for the month of the past due rent. If for any reason a check used by a Resident(s) to pay the rent is returned without having been paid, Resident(s) must thereafter secure a cashier check, money order or credit card for payment of rent. 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.

NO SECURITY DEPOSIT WILL BE REFUNDED UNLESS A 30-DAY WRITTEN NOTICE IS GIVEN BY RESIDENT AND RESIDENT HAS FULFILLED THE TERMS OF THIS LEASE.

____. **SECURITY DEPOSIT:** Resident agrees that the security deposit(s) will be the total sum of \$ 300.00 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 and is prohibited by statute from applying 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.

____. **OCCUPANTS:** The number of occupants is limited to _____ Only the following person(s) may occupy the unit.

Name Age

Name Age

Name Age

Name Age

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 Owner or asked to leave the premises due to violation of Owner's Rules and Regulations; (b) the guest is on the premises for any (5) consecutive days or any eight (8) nonconsecutive days in any calendar month unless Resident has received prior written approval from Owner's representative, or; (c) the guest has been convicted of a crime involving violence, sexual abuse or theft of property.

____. **OCCUPANCY STANDARDS:** Occupancy is limited to no more than two persons per bedroom. Children under age two at the time the lease (or extension or renewal) is executed will not be counted toward this limit. Occupancy by more than three adults is not permitted unless Owner's representative gives written approval.

____. **OWNER'S RIGHT TO MODIFY APARTMENT:** Owner reserves the right during the lease term and any extension or renewal thereof to make such modifications to the apartment and common areas as may be necessary to comply with requirements of the Fair Housing Act and Americans with Disabilities Act.

____. **NO SUBLETTING:** No portion of the premises shall be sublet nor this agreement assigned. Any attempted subletting by Resident(s) shall, at the election of the Owners, be an irremediable breach of this agreement and cause for immediate termination as provided herein and by law.

____. **LOCKS:** Resident(s) agrees that they will not change the locks on any door or mailbox. If the manager is called upon to let the resident in after hours there will be a fee of **\$25.00** payable directly to the manager. This fee is due and payable when the service is provided.

____. **1. 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.** Owner's form for written move-out must be used. If Owner's move-out form is not used, Resident shall be responsible for obtaining written acknowledgment from Owner's representative that move-out notice has been received. 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 security deposit. If Resident(s) move out before fulfilling the terms of the lease; including having paid rent in full for the entire lease term and any renewal or extension period. Resident will forfeit the security deposit and be liable under paragraph 12 for liquidated damages, unpaid rent, damages caused by the Resident.

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.

____. **2. SPECIAL PROVISIONS:** The following special provisions and any addendum shall control over any conflicting provision of this printed lease form. _____

N/A

____. **3. RULES AND REGULATIONS:** Resident's guest and occupants shall comply with all written rules and regulations, which shall be considered part of this lease. Owner may make reasonable rule changes. Resident agrees that the conduct of Resident's guest and occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts or conveniences of other person's in the apartment community. Resident(s) shall be liable to Owner for damages caused by Resident, Resident's guests or occupants. Sidewalks, steps, entrance halls, walkway and stairs shall not be obstructed or used for any purpose other than ingress or egress. Resident shall keep the apartment clean and sanitary and shall dispose of garbage only in appropriate receptacles. Swimming pool, exercise room, playgrounds, basketball courts 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, limit or prohibit from the apartment or apartment community, the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, grills, patio furniture, furniture movers, deliverymen, solicitors, and guests who in the Owner's reasonable judgment have been disturbing the peace, disturbing other residents or violating this lease or apartment 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 being towed at the expense of the vehicle owner or operator. Flashlight (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 APARTMENT)**. Upon payment of a reasonable charge, Resident may require Owner to change, or re-key a door lock. A Resident who moves out prior to the end of the lease term, renewal or extension period is no longer entitled to occupancy or keys. All written rules may be enforced through Owner's representatives or agents, and Resident shall hold same harmless from reasonable enforcement. .

____. **4. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT:** Resident accepts the apartment, fixtures, and any furnishings as is. A walk through with Owner and Resident(s) prior to move in will take place. Owner makes no implied warranties. A copy of Statement of Unit condition and copy of 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 shall use reasonable diligence in care of the apartment.

Resident may not make any alterations or improvements to Owner's property without Owners prior written consent. No holes or stickers shall be put anywhere inside or outside the apartment, ook picture hangers may be used. Resident(s) can purchase ook at Lowes. No antenna or satellite receiver installation, additional pone or cable TB outlets or lock changes (including re-keying or additional locks) will be permitted. Resident will not remove Owner's fixtures, appliances or furniture from the apartment for any purpose. When Resident moves in Owner shall furnish HVAC filters, batteries for smoke alarms, light bulbs of prescribed wattage for apartment fixtures, thereafter, filters, batteries for smoke alarms, and light bulbs will be replaced at Resident's expense. When moving out, Resident agrees to surrender the apartment in good, clean condition, as determined by Owner.

5. CLASSIFICATIONS OF PROPERTY: (1) APARTMENT: Subject to the provisions of paragraph 11 herein, the interior of the apartment shall be under the exclusive control of Resident. (2) COMMON AREAS: stairways, grounds, parking lots, driveways and amenities (including, but not limited to clubroom, fitness center, pool, playground, basketball court and similar facilities) are common areas for the nonexclusive use and benefit of Owner and all residents. (3) RESTRICTED AREAS: Use and occupancy of the attics, exterior walls, roofs and ledges are restricted to Owner and any use of occupancy by Resident is prohibited.

6. LIABILITY: Owner will not be liable to Resident(s), Resident's guest 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 guest's 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, lighting, 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 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 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.

7. MOLD AND MILDEW: Resident agrees to regularly inspect the Apartment for water leak, 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 heater, 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 immediately notify Owner in writing if Resident detects leaks, mold or mildew within the apartment. Resident agrees to clean and remove mold and mildew using (Bleach and Water) Bleach will kill mold and mildew. If Resident discovers mold and mildew in areas not accessible to Resident for cleaning, Resident agrees to inform Owner so that Owner can remove mole and mildew from those areas.

8. DELIVERY OF NOTICES AND REQUESTS: Any notices and request, including those for repairs, installations, security related services, must be delivered in writing, signed and dated by Resident, as soon as possible on a business day, (except in case of fire, smoke, gas, explosion, overflowing sewerage, uncontrollable running water, electrical shorts, crime in progress, or other equally dire emergency). Resident will notify Owner of dire 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. Owner shall act with reasonable diligence in making repairs: and the lease shall continue and the rent shall not abate during such periods. If damages to the premises from fire or other catastrophe are 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 so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

9. REIMBURSEMENT: Resident shall promptly reimburse Owner for any loss, property damage, or cost of repairs or service caused in the apartment or community by negligence or improper use by Resident, or Resident's guest 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 or screens unless due to negligence of Owner, and (b) repair cost and damage from plumbing stoppages in lines exclusively serving Resident's apartment. The drains will not accept items such as diapers, sanitary napkins, tampons, toys, and etcetera. Garbage disposal will not handle grease, cigarette butts, bottle caps, raw meat, bones and etcetera. Resident(s) agrees that they will be charged for any plumbing repairs caused by their negligence: (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(s) 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(s) is liable.

10. NO PETS (ANIMALS): No pets (animals including mammals, rodents, reptiles, birds, fish and insects) are allowed, even temporarily, in the apartment or apartment community, unless Owner has so authorized in writing (pet agreement). No unauthorized pets, stray animals, or wild animals may be fed from the apartment or any part of the apartment community. Owner will authorize a support animal for a person, but will require a written statement from a qualified professional verifying the need for the support animal. Violation of the foregoing by Resident or Resident's guest or occupants, with or without Manager's knowledge or permission, will subject Resident to the charges, damages, and eviction provision of this lease.

PET CHARGES: For violating the pet restrictions contained in paragraph 10 of this lease shall be \$50.00 for the first day and \$10.00 for each additional day.

___11. CONSENT TO REASONABLE ENTRY: Resident consents, when Resident or Resident's guest or occupant is present, or not present to entry of the apartment at reasonable times for reasonable business purposes, by Owner, Owner's representatives, repair persons, or service persons. If no one is in the apartment to allow entry, the above listed are hereby given consent to enter apartment by duplicate or master key (or by other means if locks have been changed in violation of this lease) if such entry is for repairs, extermination: preventive maintenance; inspections; showing apartment to prospective Residents (after move-out or vacate notice has been given); or showing apartment to fire marshals, lenders, appraisers, prospective purchasers, or insurance agents. During and in anticipation of sub-freezing temperatures to turn on heat units to a setting that will keep water pipes from freezing, and allow water to drip from the faucets to avoid frozen pipes and property damage.

___12. DEFAULT BY RESIDENT: If Resident(s) fails to pay rent or other amounts owed by Resident(s) under this lease; or if Resident(s), or Resident's guest 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 any official or employee of a utility company or the government; or if Resident abandons the apartment, then Owner's representative may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident 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 to Resident or left in a conspicuous place. Termination of possession rights by Owner shall not release Resident from liability for future rentals under this lease. After Owner gives notice to vacate or after Owner files 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 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 apartment community are relied upon by Owner in entering into the lease. 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 three (3) 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: (a) 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 or renewal or extension period, and (b) rentals for the entire lease 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 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 the Resident vacates the apartment 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 apartment 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. 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(s) fail to perform this lease. The agreed liquidated damages are specifically intended to be reasonable compensation for unpaid rent for the remainder of the lease term, and any extensions thereof, and do not include damages for unpaid rent or late charges which accrue during any month in which Resident occupies the apartment, property damage caused by the Resident, cleaning charges, and paint charges.

___13. ABANDONMENT/LIEN: Pursuant to Arkansas Code Ann. Section 18-16-10/, upon the voluntary or involuntary termination of any lease agreement, all property left in and about the premises by the Resident(s) 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 in Resident's apartment has been disconnected either at the request of Resident or for nonpayment, and (2) Owner posts a notice in or on Resident's apartment and Resident fails to respond to such notice within three (3) days.

___14. FORWARDING ADDRESS: A written copy of each Resident's forwarding address shall be left with Owner and with the U.S. Postal Service.

DEDUCTIONS FROM TOTAL SECURITY DEPOSIT

___15. CLEANING: The apartment must be cleaned following MOVE-OUT CLEANING INSTRUCTION FORM (available in manager's office). If Resident fails to clean in accordance with the move-out instructions, reasonable charges to complete such cleaning shall be deducted. It is understood by Resident during signing of this lease that Owner has cleaned the carpets and painted the apartment in advance to Resident occupying the apartment. It is also understood by Resident that the Owner will have the carpets steam cleaned and apartment painted by a professional when Resident moves out. This charge will be deducted from Resident's security deposit.

16. 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 apartment 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 apartment 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 cost-of-re-letting; packing, removing or storing property removed or stored pursuant to paragraph 13, 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 12 or if Resident is evicted, charges may be made for change of door locks and new keys. 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 lease term or fails to give notice as required under paragraph 1, there will be no refund of Resident's security deposit.

17. INSPECTION UPON MOVE-OUT: Resident is responsible to make an appointment during office hours with Owner's representative for move-out inspection of the apartment, using MOVE-IN and MOVE-OUT inventory and condition forms. Estimates or commitments by Owner's representative regarding amount or deductibility of repairs, damages, or charges and subject to subsequent corrections, modification or disapproval by Owner before final refunding or accounting.

18. 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 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.

RESIDENT(S) MUST LEAVE A FORWARDING ADDRESS WITH OWNER

MISCELLANEOUS ITEMS

19. MULTIPLE RESIDENTS OR OCCUPANTS: Each Resident(s) share of the total security deposit are jointly and severally liable for all obligations and sums due under the lease. Violation of the lease by Resident(s) or Resident's guest or occupants shall be considered a violation by all Residents. Notice by Owner's representative to one Resident constitutes notice to all Residents. Entry permission or service request from any Resident(s), occupant, or guest shall be deemed to be from all Residents. The balance of all security deposits will be refunded in one check jointly payable to all Residents; and such joint refund check and /or itemization of deductions will be mailed to one Resident only.

20. 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 or 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 ANTICIPATED DELAY: If Owner gives written notice to any one of the Residents listed under occupants on page 1 of this lease before lease commencement date and if such notice states that construction delay is anticipated and the apartment will be ready for occupancy on a specific date, Resident may terminate the lease within 7 days after any one of such Residents received such written notice, but not thereafter.

NOTICE OF ACTUAL DELAY: If Owner gives written notice to any one of the Residents listed under occupant on page 1 of this lease 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 apartment will be ready for occupancy on a specific date, Resident may terminate the lease within 3 days after any one of such Residents receives such written notice, but not thereafter.

NEW COMMENCEMENT DATE: A readiness date given by Owner to 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 apartment 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 up to the date apartment is ready for occupancy, but not thereafter.

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-Resident, bad health, death, voluntary enlistment in the armed services or any other reason, unless otherwise agreed in paragraph 2. If Resident is or becomes a member of the Armed Forces on extended active duty and received change-of-station orders to permanently depart the local area, or is relieved from such active duty, then Resident may terminate this lease by giving written notice of such termination and a copy of the Resident service member's military orders to Owner or Owner's representative. Such notice shall effectively terminate the lease on the last day of the month following the month in which the notice is delivered. Military

permission for base housing does not constitute permanent change-of-station order. After move-out, such Resident shall be entitled to return of security deposit(s), less lawful deductions.

22. RENT INCREASES: The following shall apply unless otherwise specified in paragraph 2. Owner reserves the right to institute periodic rent increase. Resident will receive a written 30-day notice of rent increase. No rent increases shall be allowed during the lease term.

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

24. PEST CONTROL: Although Owner will periodically treat the premises for pest, 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 therefore, and Owner shall not be liable or responsible for damages or injury to furnishing, wearing apparel, or personal belongings of the Residents or other occupants of the premises from such sources.

25. INSPECTION: Owner reserves the right to make an inspection of the apartment every three months or any other times as Owner may reasonably deem necessary.

26. SUBORDINATION: The lease shall be subject and subordinate to any mortgage or other lien that is now on or affects the leased premises or its contents or that any Owner 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, interest thereon and fees, Furthermore, Resident shall on request hereafter execute any documents that Owner's counsel may deem necessary to accomplish such subordination of Resident's interest in this lease, in default of which Owner 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.

27. 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.

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 lease constitutes the entire agreement between the parties and shall not be hereafter amended or modified except by written agreement signed by Resident and Owner.

29. GOVERNING LAW: The laws of the State of Arkansas shall govern this lease.

ATTACHMENTS: By initialing, Resident(s) acknowledge receipt of indicated attachments: copies, which are numbered below, are incorporated as part of this Lease Agreement.

A. House rules: _____ **B. Pool rules:** _____ **C. Pet rules:** _____
D. Deposit charges: _____ **E. Addendums:** _____ **F. Fitness Center:** _____

30. BINDING AGREEMENT: Resident hereby acknowledges that all terms, conditions, 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.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING:

Resident Signature SSN: _____ Date: _____

Resident Signature SSN: _____ Date: _____

Resident Signature SSN: _____ Date: _____

Owner Signature Date: _____

Pet Agreement

This pet agreement dated: _____ is part of the rental agreement attached to the apartment # _____ . The agreement is between the Rose Lawn Apartments apartments and _____ Resident(s).

The management is allowing the tenant to house said pet _____, under the following terms and conditions. **With or With Out** a paid pet deposit no visiting pet(s) or added additional pet(s) will be allowed without going through management first for permission and handling of such.

- 1 No pet will exceed a weight limit of 25 pounds at full growth without approval.
- 2 Only 1 pet per unit.
- 3 Tenant represents to the management that the above pet is housebroken.
- 4 Tenant will be responsible for all damages created by said pet.
- 5 Tenant will not allow pet to roam freely, and all dogs must be leashed when on our grounds.
- 6 All messes created by pet will be immediately cleaned up.
- 7 Tenant will not let their pet(s) become a nuisance or disturb their neighbors.
- 8 If pet is a cat, the owner represents that the cat is neutered/spayed and de-clawed.
- 9 Tenant has been informed of areas to take said pet to do its business (POOP).

_____ COURTYARD IS OFF LIMIT FOR PETS TO DO ITS BUSINESS (POOP).

Pet Deposit:

Tenant agrees to pay a non-refundable pet deposit of \$400.00

AND

Pet Rent:

An additional pet rent charge of \$15.00 per month per pet due on the first day of each month. For the full term of stay of tenant. If pet is remove from unit for any reasons. Pet rent will be due for full term of Lease Agreement.

IF UPON INSPECTION, ANY DAMAGE BY SAID PET IS NOTICEABLE, PET WILL HAVE TO LEAVE IMMEDIATELY AND ANY DAMAGE REPAIR EXPENSES WILL BE BILLED TO THE TENANT FOR PAYMENT.

Violation or Consequences:

Consequences for violation of pet agreement could result in the following;

- 1 Verbal notice to discontinue the violation. First offence only.
- 2 A three day notice to remove pet from apartment and loss of pet privileges
- 3 Termination of rental agreement
- 4 If a pet is taken inside any area of the courtyard to do its business (poop) there will be a \$50.00 fine and you will be instructed to clean up POOP immediately.

THERE WILL BE NO REFUNDS OF PET DEPOSIT.

Agreed to by Tenant Date

Agreed to by Tenant Date

Managers signature and Date _____

Apartment Policies and Rules
“House Rules”

I. GENERAL

- 1 This document is an addendum and part of the Rental Agreement, dated _____, between The Rose Lawn Apartments Owner's, and _____ Resident (s) for the premises located at: 200 Walrose Circle Searcy, Ar 72143 Apt. #
- 2 New polices and rules or amendments to this document may be adopted by the Owner by giving a 30 days notice in writing to Resident.

II. NOISE AND CONDUCT

- 1 Resident shall not make or allow any excessive noise in the unit nor permit any actions, which will interfere with comforts or conveniences of other persons.
- 2 Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at such a volume as to disturb other persons.
- 3 Resident shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit, common areas, parking areas, or recreation facilities, which are likely to annoy or disturb other persons.
- 4 Resident shall refrain from creating or allowing to be created, any noise that is disturbing to other Residents before the hours of 10 A.M and after 10 P.M, in the evening.

III. CLEANLINESS AND TRASH (\$25.00 trash fine per offense may be collected by the manager)

- 1 Resident shall keep unit clean, sanitary and free from objectionable odors at all times.
- 2 Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- 3 Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 4 Resident shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Residents shall be responsible at their expense, for hauling to the dump those items too large to fit in the trash containers.
- 5 Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept form view.
- 6 Resident shall refrain form shaking or hanging clothing, curtains, rugs and other coverings and clothes outside any window, ledge or balcony.
- 7 Resident shall refrain from leaving articles in hallways or other common areas.
- 8 Resident shall refrain from disposing of any combustible or hazardous material in trash containers.

III. SAFTEY AND SECURITY

- 1 Security is the responsibility of each resident and each guest. Owner assumes no responsibility or liability unless otherwise provided by law, for residents' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.

Rose Lawn Apartments Fitness Center

Rules, Waiver & Release Form

Rules

1. Persons under the age of **15** must be supervised by a parent, or adult guardian that are authorized to use the Fitness Center Facilities.. Children under age **14** are not allowed on any equipment and must be with a authorized guardian to be in fitness center.
2. No guests allowed in the fitness area with out the management's written permission. Guests must sign a release form and have it placed in the resident file.
3. When using the work out area resident shall be responsible to wipe down the Equipment after using the facilities (We do supply disposable towels).
4. No smoking at any time permitted in the fitness area. No Food or Drink allowed in fitness area.
5. No Shoes, No Shirt, No Entry

Waiver and Release Form

Because physical exercise can be strenuous and subject to risk of serious injury, Rose Lawn Apartments urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest and all participating family members) agree that if you engage in any physical exercise or activity, or use any of the Rose Lawn Apartments equipment or amenities on the premises, **you do so entirely at your own risk.**

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, or instruction. B). the sudden and unforeseen malfunctioning of any equipment. C). your slipping and/or falling while in the fitness area or on The Rose Lawn Apartments premises including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability.** You expressly agree to release and discharge the Rose Lawn Apartments and its parent company, employees, agents, representatives, successors, or assignees, from any and all claims or cause of action and you agree to voluntarily give up or waive any rights that you may otherwise have to bring a legal action against the Meadows for personal injury or property damage. To the extent that statue or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Rose Lawn Apartments, its agents, and employees.

If any portion of this release from liability shall remain in full force and effect and the offending provisions or provisions severed herefrom.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

tenant

date

tenant

date

authorized agent

date

