

GARRY LEWIS PROPERTIES
3458 Drusilla Lane
Baton Rouge, La 70809
(225) 930-9996 FAX (225) 930-9998

STANDARD LEASE

Date: _____

Parties GARRY LEWIS PROPERTIES (hereinafter referred to as Lessor)

Hereby leases to _____
Premises located at _____

Term: _____ is the commencing of this lease term and this lease ends on _____.

AUTOMATIC RENEWAL If lessee or Lessor desires that this lease terminate at the expiration of its term, he must give to the other written notice at least 30 days prior to that date. Failure of either party to give this required notice will automatically renew this lease on a month-to-month basis. If this lease automatically renews on a month-to-month basis and Lessee or Lessor desires that this lease terminate he must give to the other written notice of the termination at least 30 days prior to the last calendar day of the month in which the lease is to terminate. If the lease automatically renews on a month-to-month basis all terms and conditions of this lease remain in effect. A month-to-month lease constitutes a monthly increase of THREE HUNDRED DOLLARS (\$300.00) for the privilege thereof.

PAYMENT OF RENT _____ (_____) DOLLARS per month shall be payable in advance on the first day of each month. The rent shall be payable at 3458 Drusilla Lane, Suite G, Baton Rouge, La 70809, on the 1st of the month.

Rent not received by the first of the month and no later than the fifth of the month shall be considered delinquent. Should Lessor agree to accept rent after that day then Lessor may charge a late fee of SEVENTY DOLLARS (\$70.00). Acceptance of rent after the due date shall not be considered as a waiver or relinquishment of any rights and/or remedies of Lessor, including money damages or possession. Rent may not be paid in cash unless Lessor specifically agrees in writing. If Lessee pays by check and said check is not honored upon presentation for any reason whatsoever Lessee agrees to pay an additional sum of \$ THIRTY DOLLARS (\$30.00) as penalty, (NSF FEE).

ADDITIONAL PRORATED RENT OF _____ (_____) DOLLARS has been paid by Lessee to Lessor which is prorated rental from the date of the commencement of this lease to the first day of the following month, BEING DUE _____.

SECURITY DEPOSIT FIVE HUNDRED DOLLARS, (\$500.00) has been deposited by Lessee with Lessor, receipt of which is acknowledged. This deposit, which is non-interest bearing, is to be held by Lessor as security for full and faithful performance of all the terms and conditions of this lease and any renewal of this lease. The security deposit is not an advance rental payment and Lessee may not deduct any portion of the deposit from the rent due to Lessor. In the event of forfeiture of the security deposit due to Lessee's failure to fully and faithfully perform all of the terms and condition of the lease, Lessor retains all of his other rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations thereunder by forfeiting the said security deposit.

Lessee shall be entitled to return of said deposit within 30 days after the premises have been vacated and inspected by Lessor provided said leased premises are returned to Lessor in a good rent ready condition, subject to normal wear and tear, only after all keys are surrendered to Lessor. Lessor agrees to deliver the leased

premises clean and free of trash at the beginning of this lease and Lessee agrees to return same in like condition at the termination of the lease.

Unless otherwise specifically provided to herein, Lessee shall not make any repairs to the leased premises. Lessor shall make all repairs to the leased premises within a reasonable time after written notice delivered by Lessee to Lessor.

In the event of any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, his family, guest or agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises or equipment, as agreed to on the check-in/check out list attached hereto and part of this lease.

Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of Lease.

Deductions will also be made to cover any unpaid amounts owed to Lessor for any such damages or loss occurring prior to termination of the lease and for which Lessee has been billed. In the event that such damages or cleaning charges exceed the amount of the security deposit, Lessee agrees to pay all excess costs to Lessor. In the event there has been a forfeiture of the security deposit, charges for damages and cleaning shall be paid in addition to the amount of the said security deposit.

Notwithstanding any other provisions expressed or implied wherein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited as a set off should Lessee vacate or abandon the premises before the expiration of the lease, except where such abandonment occurs during the last month of the term of the lease. Lessee has paid all rent covering the entire term and either party has given the other timely written notice that his lease will not be renewed under its automatic renewal provisions.

MAINTAINING UTILITY SERVICE Lessee must maintain at all times electrical, water, sewer, trash removal, gas service to leased premises at Lessee's expense. Failure to maintain such service for two consecutive days shall be deemed to be a breach hereunder. Further, Lessor is entitled to, but not obligated to, obtain such services to the leased premises and charge Lessee the expense of obtaining and maintaining the service. If jointly metered/billed utilities, Lessee shall pay his share, computed by dividing the utility bill by the occupied units. A failure to pay a prorated share shall result in a rent increase of \$50.00 monthly.

OCCUPANTS The leased premises shall be occupied as a residence by the following persons only: _____.

No pets are allowed to live on the premises at any time. However this provision shall not preclude Lessor from modifying any lease to allow pets by mutual agreement between Lessor and Lessee prior to bringing pet in apartment community. If a pet is allowed, Lessee must pay FIVE HUNDRED DOLLARS (\$500.00) as a non-refundable (single, 20lb max) pet fee which shall be considered as additional rental for the first month of this lease.

SUBLEASE Lessee is not permitted to post any "FOR RENT" signs, rent, sublet or grant use or possession of the leased premises in any manner.

DEFAULT OR ABANDONMENT Should Lessee fail to pay the rent or any other charges arising under his lease promptly as stipulated, or should voluntary or involuntary bankruptcy proceeding be commenced by or against Lessee or should Lessee discontinue the use of the premises for the purposes for which they are rented or should Lessee or any of Lessee's guest or invitees fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the apartment community such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in unlawful or immoral activities, or should Lessee breach any other covenant of this lease, Lessee shall be ipso facto in default without the necessity of demand or putting in default. In the event of default hereunder, Lessor may elect any remedy allowed under Louisiana Law, including but not limited to declaring the rent for the whole unexpired time of the lease together with the Attorney's fees immediately due and eligible, or to proceed one or more times for the past due installments without

prejudicing his right to proceeds later for the rent for the remaining term of the lease and/or cancel the lease and obtain possession of the premises.

WAIVER OF NOTICE Lessee specifically waives the requirement of the five day notice to vacate as set forth in the Revised Civil Code of the State of Louisiana and under the Code of Civil Procedure as they may be amended.

RULES AND REGULATIONS Lessee acknowledges receipt of a copy of the rules and regulations which are attached to and form a part of this lease. Lessee agrees to comply with all such rules and regulations and with all reasonable rules and regulations hereafter adopted by the Lessor and posted in or about the apartment community and/or mailed or delivered to Lessee.

CONDITIONS OF PREMISES Lessor have delivered the leased premises in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of this lease at his expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted.

OCCUPANCY Should Lessee be unable to obtain occupancy on the date of the beginning of this lease due to causes beyond control of Lessor, the lease should not be affected hereby, but Lessee shall owe rent beginning only with the date on which he can obtain possession. Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, the Lessee shall be entitled to a credit for the unexpired term of the lease. However, Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a temporary failure of utilities, heat, air conditioning or temporary closing of swimming pool or other amenity.

LIABILITY If any employee of Lessor renders any other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of resident, his family, employees or guest then, for the purpose of such service, such employee shall be deemed the servant of Lessee, regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services. The Lessor shall not be liable to Lessee, or the Lessee's employees, patrons and visitors, or to any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other tenant of said demised premises, and Lessee agrees to hold Lessor harmless from all claims for such damage, whether the injury occurs on or off the leased premises. Lessee has inspected premises and assumes responsibility for their condition. Lessor shall not be liable for injury caused by any defect therein to the Lessee or anyone on the premises who derives his right to be thereon from the Lessee, unless the Lessor knew or should have known of the defect or had received notice thereof and failed to promptly remedy it within a reasonable time. Should Lessee fail to promptly so notify Lessor in writing of any such defects, Lessee will become responsible for damage caused by leaks in the roof, by bursting pipes by freezing or otherwise, or any vices or defect of the leased property, or the consequences thereof.

Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to persons making use of said pool through the use, permission or consent of Lessee. No person under the age of (16) years of age will be allowed in or about the swimming pool areas unless accompanied by an adult.

SIGNS AND ACCESS Lessor reserves the right to post premises "For Sale" or "For Rent" signs at all times. Lessee will allow parties authorized by Lessor to visit the premises at reasonable hours in view of buying the property at any time during this lease term or in view of renting for 30 days prior to the expiration of this lease.

Lessee will also permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals between the hours of 9:00 a.m. to 9:00 p.m.

ATTORNEY'S FEES Lessee further agrees that if any Attorney is employed to protect any rights or the Lessor hereunder, Lessee will pay the fee of such Attorney. Such fee is hereby fixed at twenty five percent (25%) of the amount claimed or a minimum of \$500.00 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges if any.

OTHER The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them shall not constitute or be construed as a wavier or relinquishment of the Lessors right thereafter to enforce any such terms, covenant, agreements and condition, by the same shall continue in full force and effect.

It is understood that the terms "Lessor and Lessee" are used in this agreement, and they shall include the plural and shall apply to person, both male and females. All obligations of Lessee are several and in solido.

This lease whether or not recorded shall be junior and subordinate to any mortgage hereafter placed by the Lessor on the entire property of which he leased premises form a part.

OTHER CONDITIONS you must give a 30-day written notice before the end of your lease expiration. In addition you must, after completing your lease term, and before vacating:
CLEAN THE APARTMENT, HAVE CARPETS PROFESSIONALLY CLEANED, TURN IN ALL KEYS, MUST PROVIDE LESSOR WITH FORWARDING ADDRESS, MUST ABIDE BY ALL ADDENDUM ITEMS ATTACHED

READ YOUR LEASE BEFORE SIGNING

Executed in Duplicate
At Baton Rouge, LA

Agent of Lessor

This _____ day of _____ 20 ____

Lessee

Lessee

Leased by: _____
Initial