

# Arkansas Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Arkansas Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. Per Ark. Code § 18-16-304, Landlord may not

demand or receive a security deposit, however denominated, in an amount or value **in excess of two months' periodic rent.**

**B. Allowable Charges; Return of Security Deposit.** Per Ark. Code § 18-16-305:

- i. Within **60 days** of termination of the tenancy, Landlord shall return the security deposit to Tenant. However, the security deposit may be applied to the payment of accrued unpaid rent and any damages which Landlord has suffered by reason of Tenant's noncompliance with this Agreement, all as itemized by Landlord in a written notice delivered to Tenant, together with the remainder of the amount due **60 days** after termination of the tenancy and delivery of possession by Tenant.
- ii. Landlord shall be deemed to have complied with subsection (B) (i) of this section by mailing via first class mail the written notice and any payment required to the last known address of Tenant. If the letter containing the payment is returned to Landlord and if Landlord is unable to locate Tenant after reasonable effort, then the payment shall become the property of Landlord **180 days** from the date the payment was mailed.

**C. Penalties.**

- i. Per Ark. Code § 18-16-306(a), if Landlord fails to comply with this section, Tenant may recover:
  - a. the security deposit due Tenant;
  - b. damages in an amount equal to two times the amount wrongfully withheld;
  - c. costs; and
  - d. reasonable attorneys' fees.

- ii. However, Landlord shall be liable only for costs and the sum erroneously withheld if Landlord shows by the preponderance of the evidence that Landlord's noncompliance:
  - a. resulted from an error which occurred despite the existence of procedures reasonably designed to avoid such errors; or
  - b. was based on a good faith dispute as to the amount due.

- iii. This subsection does not preclude Landlord or Tenant from any other relief to which either may be lawfully entitled.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities:

{LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Landlord may recover **three months periodic rent or twice the actual damages sustained by Landlord, whichever is greater and reasonable attorneys' fees**, per Ark. Code § 18-17-704(c).
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation. No deficiency in the common area(s) shall render the Premises uninhabitable unless the deficiency materially and substantially limits Tenant's use of the Premises. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the condition shall not constitute a breach of Landlord's obligations under this paragraph. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. Unless otherwise provided under Arkansas law, the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
    - i. waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
    - ii. plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
    - iii. running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
    - iv. functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
    - v. electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
    - vi. common areas and areas under the control of Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of

- rodents or vermin;
- vii. appropriate extermination in response to the infestation of rodents or vermin throughout the Premises;
- viii. an adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
- ix. floors, stairways, and railings maintained in good repair;
- x. locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order;
- xi. compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to a tenant's life, health, or safety.

**B. Tenant's Responsibilities.** Per Ark. Code § 18-17-601, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep the Premises reasonably safe and reasonably clean;
- iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant reasonably clean;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so who is on the Premises with Tenant's permission or who is allowed access to the Premises by Tenant;
- vii. conduct himself or herself and require other persons on the Premises with Tenant's permission or who are allowed access to the Premises by Tenant to conduct themselves in a manner that will not disturb another tenant's peaceful enjoyment; and
- viii. comply with this Agreement and rules that are enforceable pursuant to this Agreement.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
- C. **Landlord's Right to Repair.** Per Ark. Code § 18-17-702(a)(1), if Tenant fails to comply with Tenant's maintenance responsibilities or Ark. Code § 18-17-601 materially affecting health and safety that may be remedied by repair, replacement of a damaged item, or cleaning, and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord specifying the noncompliance and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner. Tenant shall reimburse Landlord for the cost of the work. In addition, Landlord shall have the remedies available under the Arkansas Residential Landlord-Tenant Act of 2007.

## 21. USE VIOLATIONS.

- A. **Violations.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
  - i. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - ii. damages the Premises, common areas, or surrounding property; or
  - iii. disturbs the peace and quiet of any other tenant or nearby resident.
- B. **Special Evictions.** Tenant may be evicted by the prosecuting attorney of the county, the city attorney of the city, Landlord, the Premises owner, or the agent for the Premises owner if:
  - i. Tenant uses or allows another person to use the Premises as a common nuisance as defined by Ark. Code § 5-74-109(b) or Ark. Code § 16-105-402 or for a criminal offense as identified in

Ark. Code § 18-16-502; or

- ii. Tenant engages in or allows another person to engage in illegal gambling under Ark. Code § 5-66-107, prostitution as defined by Ark. Code § 5-70-102, or the unlawful sale of alcohol as defined by Ark. Code § 3-3-205 on the Premises.

**22. RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

**23. PROTECTION FOR VICTIMS OF DOMESTIC ABUSE.** Per Ark. Code § 18-16-112(b)-(c):

A. If Tenant, an applicant, or a member of Tenant or applicant's household is a victim of domestic abuse as evidenced by a documented incident of domestic abuse:

- i. with respect to the victim of domestic abuse, Landlord shall not terminate or fail to renew a residential tenancy, refuse to enter into a residential tenancy, or otherwise retaliate in the leasing of a residence because of the domestic abuse; and
- ii. at Tenant's expense and with Landlord's prior consent, Landlord or a Tenant other than a domestic abuse offender may change the locks to the Premises.

B. Landlord or Tenant shall furnish the other a copy of the new key to the Premises immediately after changing the locks or as soon after changing the locks as possible if either Landlord or Tenant is unavailable.

- C. Notwithstanding a conflicting provision in a domestic abuse offender's residential tenancy agreement, if a domestic abuse offender is under a court order to stay away from a co-tenant residing in the domestic abuse offender's residence or the co-tenant's residence:
- i. the domestic abuse offender under the court order may access either residence only to the extent permitted by the court order or another court order;
  - ii. Landlord may refuse access by a domestic abuse offender to the residence of a victim of domestic abuse unless the domestic offender is permitted access by court order; and
  - iii. Landlord may pursue all available legal remedies against the domestic abuse offender, including without limitation an action:
    - a. to terminate the residential tenancy agreement of the domestic abuse offender;
    - b. to evict the domestic abuse offender whether or not a residential tenancy agreement between Landlord and domestic abuse offender exists; and
    - c. for damages against the domestic abuse offender:
      - I. for any unpaid rent owed by the domestic abuse offender; and
      - II. resulting from a documented incident of domestic abuse.

24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

25. **ABANDONMENT.**

- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment. If the tenancy is from month-to-month or week-to-week, the term of this Agreement for this purpose is deemed to be a month or a week, as the case may be.
- C. **Personal Property.** Per Ark. Code § 18-16-108, all property placed on



the Premises by Tenant is subject to a lien in favor of Landlord for the payment of all sums agreed to be paid by Tenant. **Upon the voluntary or involuntary termination of this Agreement, all property left in and about the Premises by Tenant shall be considered abandoned and may be disposed of by Landlord as Landlord shall see fit without recourse by Tenant.**

{SignatureBlock\_ALL\_Initials}

**26. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.**

- A. Per Ark. Code § 18-17-602, Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Tenant shall not change locks on the Premises without the permission of Landlord. Per Ark. Code § 18-17-705, if Tenant refuses to allow lawful access, Landlord may obtain injunctive relief in district court without posting bond to compel access, or terminate this Agreement. In either case Landlord may recover actual damages and reasonable attorneys' fees.
- B. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

**27. FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

**28. ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

**29. GROUNDS FOR TERMINATION OF THE TENANCY.**

- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
  - i. there is a noncompliance by Tenant with this Agreement that is not remedied within 14 days, per Ark. Code § 18-17-701(a)(1);
  - ii. rent is unpaid when due, and Tenant fails to pay rent within five

days from the date due, per Ark. Code § 18-17-701(b);

- iii. there is noncompliance by Tenant with the Arkansas Residential Landlord-Tenant Act of 2007 materially affecting health and safety other than as stated in Ark. Code § 18-17-702(a), and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord if it is not an emergency, specifying the noncompliance and requesting that Tenant remedy within that period of time, per Ark. Code § 18-17-702(b);
- iv. Tenant misrepresents any material fact on Tenant's rental application; or
- v. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord breaches the warranty of habitability described by the maintenance obligations in this Agreement; or
- iii. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this

Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

A. To Tenant: the Premises, or at Tenant's last known address

B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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