

Mississippi Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Mississippi Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). 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.** Security deposits are governed by Miss. Code § 89-8-21.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this

Agreement by Tenant.

- B. **Allowable Charges; Return of Security Deposit.** Landlord, by written notice delivered to Tenant, may claim of such payment or deposit only such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent, to repair damages to the Premises caused by Tenant, exclusive of ordinary wear and tear, to clean such Premises upon termination of the tenancy, or for other reasonable and necessary expenses incurred as the result of Tenant's default, if the payment or deposit is made for any or all of those specific purposes. The written notice by which Landlord claims all or any portion of such payment or deposit shall itemize the amounts claimed by Landlord. Any remaining portion of such payment or deposit shall be returned to Tenant no later than **45 days** after the termination of Tenant's tenancy, the delivery of possession and demand by Tenant.
- C. **Penalties.** The retention by Landlord of a payment or deposit or any portion thereof, in violation of this section and with absence of good faith, may subject Landlord to damages not to exceed \$200 in addition to any actual damages.
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.

- i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.
- ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** 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, Tenant shall pay to Landlord **double the monthly rental amount of** $\{\text{MonthlyRent}\}$ under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.

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.** Per Miss. Code § 89-8-23:
 - i. Landlord shall at all times during the tenancy:
 - a. comply with the requirements of applicable building and housing codes materially affecting health and safety; and
 - b. maintain the Premises, its plumbing, heating, and/or cooling system in substantially the same condition as at the inception of the Agreement Term, reasonable wear and tear excluded, unless the Premises, its plumbing,

heating, and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of Tenant.

- ii. No duty on the part of Landlord shall arise under this section in connection with a defect which is caused by the deliberate or negligent act of Tenant or persons on the Premises with Tenant's permission.
- iii. Subject to the provisions of Miss. Code § 89-8-5, Landlord and Tenant may agree in writing that Tenant perform some or all of Landlord's duties under subsection (i) above, but only if the transaction is entered into in good faith.
- iv. No duty on the part of Landlord shall arise under this section in connection with a defect which is caused by Tenant's affirmative act or failure to comply with Tenant's responsibilities under this section or Miss. Code § 89-8-25.

B. Tenant's Responsibilities. Per Miss. Code § 89-8-25, Tenant shall:

- i. keep that part of the Premises that Tenant occupies and uses as clean and as safe as the condition of the Premises permits;
- ii. dispose from the Premises all ashes, rubbish, garbage, and other waste in a clean and safe manner in compliance with community standards;
- iii. keep all plumbing fixtures in the Premises used by Tenant as clean as their condition permits;
- iv. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the Premises;
- v. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any other person to do so;
- vi. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment;
- vii. inform Landlord of any condition of which Tenant has actual knowledge which may cause damage to the Premises;
- viii. to the extent of Tenant's legal obligation, maintain the Premises in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety; and
- ix. not engage in any illegal activity upon the Premises as documented by a law enforcement agency.

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. **Tenant's Right to Repair and Deduct.** Per Miss. Code § 89-8-15:

i. If within 30 days after written notice to Landlord of a specific and material defect which constitutes a breach of the terms of this Agreement or of the obligation of Landlord under Miss.

Code § 89-8-23, Landlord fails to repair such defect, Tenant:

a. may repair such defect himself; and

b. except as otherwise provided in subsection (ii) of this section, shall be entitled to reimbursement of the expenses of such repairs within 45 days after submission to Landlord of receipted bills for such work, provided that:

I. Tenant has fulfilled Tenant's affirmative obligations under Section 89-8-25;

II. the expenses incurred in making such repairs do not exceed an amount equal to one month's rent;

III. Tenant has not exercised the remedy provided by this section in the six months immediately preceding; and

IV. Tenant is current in Tenant's rental payment.

ii. Tenant shall not be entitled to be reimbursed for repairs made pursuant to this section in an amount greater than the usual and customary charge for such repairs.

iii. Before correcting a condition affecting facilities shared by more than one dwelling unit, Tenant shall notify all other tenants

sharing such facilities of Tenant's plans and shall so arrange the work as to create the least practicable inconvenience to the other tenants.

- iv. The cost of repairs made by Tenant pursuant to this section may be offset against future rent.
- v. No provision of this section shall be construed to grant a lien against the real property.

21. **USE 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:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.** Per Miss. Code § 89-8-11:

A. Landlord may, from time to time, 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 abuse; or make a fair distribution of services and facilities provided for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants 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 Tenant must or must not do to comply; and
- v. they are not for the purpose of evading the obligations of Landlord.

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

C. If the Premises is an apartment in a horizontal property regime, Tenant shall comply with the bylaws of the association of the apartment owners; and if the Premises is an apartment in a cooperative housing corporation, Tenant shall comply with the bylaws of the corporation.

D. Unless otherwise agreed, Tenant shall occupy the Premises only as a residence.

23. **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.

24. **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.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;

B. to show the Premises to a prospective tenant, purchaser, or lender;

C. to estimate repair costs;

D. to prevent waste;

E. to prevent excessive noise or disturbances; or

F. to make any repairs, additions, or alterations.

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.

26. **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.

27. **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.
28. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. there is a material noncompliance by Tenant with this Agreement or the obligations imposed by Miss. Code § 89-8-25, per Miss. Code § 89-8-13; or
 - iv. otherwise provided by law.
 - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
 - i. there is a material noncompliance by Landlord with this Agreement or the obligations imposed by Miss. Code § 89-8-23, per Miss. Code § 89-8-13;
 - ii. 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; or
 - iii. otherwise provided by law.
29. **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.
30. **SUBORDINATION.** This Agreement is subordinate to any existing or future

mortgages or deeds of trust.

31. **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.
32. **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.
33. **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}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **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.
36. **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.
37. **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.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **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.
40. **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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