

Colonel's Landing

LEASE AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF YALOBUSHA

THIS LEASE AGREEMENT, dated the _____ day of _____, 20____, is made by and between Lloyd Lee Caulfield (hereinafter called "Lessor") and _____, (hereinafter called "Lessee").

IN CONSIDERATION of the mutual covenants and agreements inuring to the benefit of the respective parties hereto, the parties hereby agree as follows:

1. PREMISES: Lessor does hereby lease unto Lessee the following described real property (hereinafter called "premises"), together with all improvements located at and described as:

_____ Colonel's Landing _____

2. TERM: TO HAVE AND TO HOLD the premises for a term of _____, beginning _____, and ending _____.

3. RENTAL: Lessee shall pay to Lessor as rent for the premises, the sum of _____ per TERM.

4. DEPOSIT: Upon execution of this Agreement, Lessee shall deposit with Lessor the sum of \$ _____ for purposes of covering any damages to the premises or the contents thereof. Said deposit, or remainder thereof, shall be refunded after inspection of the premises by Lessor at the end of the term of this Lease Agreement.

5. SIGNS: Lessee shall have any and all signs that are to be posted on the property pre-approved by the Lessor before posting.

6. REPAIR AND MAINTENANCE. The [] Lessor [] Lessee shall be responsible for any repair and maintenance to the premises, including repair to the heating, cooling system thereof, plumbing, roof, appliances or anything associated therewith.

Yard maintenance is the responsibility of the Lessor.

7. ASSIGNMENT OR SUBLEASE: Lessee shall not assign or sublease the premises without the expressed written consent of Lessor.

8. USE OF PREMISES: Lessee agrees to use the premises for the sole purpose of _____, and not to allow any illegal activity on said premises during the use thereof.

9. QUIET POSSESSION: If Lessee shall keep and perform all the covenants of this Lease on the part of Lessee to be performed, Lessor will guarantee to Lessee the quiet and peaceful and uninterrupted possession of the premises.

10. UTILITIES: Lessor shall bear all charges and liability for water, electric current, gas or other utilities used on or about the premises during the term hereof.

11. RIGHT OF ENTRY: Lessor reserves the right to enter upon the premises at reasonable times to inspect and repair same.

12. DEFAULT: If Lessor fails to perform and observe any of the covenants contained in the Lease, Lessor may lawfully enter the premises or any part thereof and take possession from Lessee and remove his effects without being taken or deemed guilty in any manner of trespassing, provided, however, that upon taking possession by Lessor, all rights of Lessee and his liability, shall cease and be ended. If either party fails to perform any obligation or condition under the terms of this Agreement, then the defaulting party agrees to pay to the injured party a reasonable attorney fee and costs incurred. Lessee agrees that in the occurrence of a default, any property left on the premises after the Lessor takes possession thereof shall be deemed abandoned and may be destroyed at the discretion of the Lessor without notice or compensation to the Lessee.

13. CLAIMS FOR INJURIES AND ASSUMPTION OF RISKS: Lessee agrees to hold Lessor harmless against all damages, accidents and injuries to persons or property upon the premises proximately caused by any negligent acts or commission or omission on the part of Lessee or his/her invitees or guests.

14. DELIVERY OF PREMISES:

Lessor represents that the *Premises* are in fit condition for use by *Lessee*. Acceptance of the *Premises* by *Lessee* shall be construed as recognition that the *Premises* are in a good state of repair and in sanitary condition.

Lessee agrees that upon the expiration of the term of this Lease, Lessee shall deliver unto the Lessor the possession of the premises, cleared of all persons, goods and things belonging to Lessee and in the same condition, ordinary wear and tear excepted.

15. TAXES: Lessor shall be responsible for the payment of all ad valorem taxes covering the real property described herein.

16. INSURANCE. Lessor shall maintain insurance on the fixtures located on the premises in an amount equivalent to the fair market value thereof. Content insurance shall be the responsibility of the Lessee at his option.

17. COVENANTS TO RUN WITH HEIRS: All agreements, covenants and conditions hereinbefore and hereinafter made are binding upon the parties hereto, their heirs,

executors, administrators and/or assigns.

18. TITLES: The notes as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation upon the scope of a particular paragraph to which they refer.

19. MISCELLANEOUS: Lessee agrees that he will refrain from excessive noise, including but not limited to the playing of loud music, so as not to be a disturbance or nuisance to his/her neighbors and neighborhood.

Lessee also agrees that he/she will not possess or allow any illegal substance to be on the property, this includes a ban on aggressive dogs, including but not limited to pitbulls, doberman pinchers, rottweilers, and chow dogs.

Lessee shall not allow any waste or nuisance on the *Premises*, or use or allow the *Premises* to be used for any unlawful purpose.

Lessee agrees that the any of the above actions occurring on the property will be sufficient cause to declare this lease in default.

OTHER OPTIONAL PROVISIONS: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement in person on the day and year stated in the commencement.

LESSOR:

LESSEE:

LLOYD LEE CAULFIELD
Colonel's Landing

Print Name: _____