

Signature Status						
Applicant#	Name	Signature Typed In	Email Address	IP Address	Status	Status Date
0	Patricia Popovich	Patricia Popovich	trishpop49@aol.com	2601:381:101:f801:84d5:4839:b94c:d935	Signed & Delivered Lease	2018-03-20 11:11:48
0	John Jones	John Paul Jones	jonesjohnp@uams.edu	107.77.199.116	Signed & Delivered Lease	2018-03-20 11:11:48
	Roy Rainey	Roy Rainey	roy@raineyrealty.com	65.255.57.50	Signed & Delivered Lease	2018-03-20 11:11:48

### Rainey Property Management Lease/Rental Agreement

This Residential Lease/Rental Agreement is made on **03/19/2018** between Owner by and through its authorized agent, Rainey Realty, Inc. dba Rainey Property Management (hereinafter called "Management") and **Patricia Popovich & John Jones** (hereinafter called "Tenant").

1. TERM AND DESCRIPTION: Owner hereby leases to Tenant, based on Tenant's representation, the Property known as **704 Parrish** for the term of **12 Months** commencing on **06/01/2018** and ending on **06/01/2019**.

2. RENT: Tenant agrees to pay rent monthly in the amount of **\$1050** which is due on the first (1st) calendar day of each month and payable in advance without deduction or demand on or before the 5th calendar day of each month. A full month's rent is due and must be paid in full by this lease execution date. Tenant agrees to pay the prorated rent amount of \$ as of **NA**. Tenant agrees to pay the rent promptly when due and further agrees to pay a late charge in the amount of sixty (\$60.00) and ten (\$10.00) per day thereafter for rental installments or partial installments paid on or after the sixth (6th) calendar day of each month. Management agrees to charge no greater than \$150 per month in late fees. In the event of insufficient funds, Tenant agrees to pay Management a service fee of \$50.00 per instance. Tenant also understands that the late charge will apply to insufficient funds not replaced prior to the sixth calendar day after due date. Rent, rent installments, and other charges as they may apply are to be paid through Management's online payment system. Tenant acknowledges that Management will not accept any payment other than those made through the online payment system. Tenant cannot reduce monthly rental amount for any reason unless previously approved by Management and Owner (including but not limited to maintenance invoices, utility payments, pest control, etc.)

3. SECURITY DEPOSIT: Management, on behalf of Owner, acknowledges receipt from Tenant the amount of **\$1050** as Security Deposit, which Tenant acknowledges does not exceed two months' rent. The Security Deposit is given by Tenant as evidence of Tenant's good faith to honor and comply with the terms and conditions of this Residential Lease/Rental Agreement and shall be held by Management in a non-interest bearing trust account. Management shall hold the Security Deposit, or part thereof, toward any damages or losses Owner may sustain by reason of Tenant's default of any kind or nature whatsoever. Damages or losses include but are not limited to:

- a. unpaid Tenant charges;
- b. labor and materials required to clean the Property or a part thereof;
- c. the cost of painting and/or repairing the Property resulting from excessive or unreasonable wear and tear;
- d. the cost of repairing and replacing any portion of the Property that may have been defaced, injured, destroyed, altered or removed in any manner unless Tenant has received written approval from Management and Owner; and
- e. the cost to replace any or all keys, garage door openers, fan or alarm remotes, and any other entry or home operational device initially received or obtained during lease terms. Tenant agrees to pay the deposit determined by Management for any keys, remotes, or home operational devices. If said keys, remotes, or home operational devices is not returned, Tenant agrees that the deposit paid by Tenant and determined by Management is forfeited.

Should Owner's losses due to Tenant's default exceed the Security Deposit, Tenant agrees to pay Management, on behalf of Owner, for such excess losses when billed. It is further agreed by Tenant to remit when billed by Management for damages as outlined in Paragraph 7 of this Residential Lease/Rental Agreement in order that the Security Deposit will remain intact. Management, on behalf of Owner, as may be

required by law, shall return the Security Deposit, less any sum deducted in accordance with Arkansas law or this Residential Lease/Rental Agreement, in the time and manner provided by law. Tenant acknowledges that the law allows for sixty (60) days to notify the tenant of the return of the Security Deposit. Tenant agrees that all tenant(s) whose name(s) appear on this lease agreement will receive one check with all tenant(s) name(s) listed if funds are to be returned from the Security Deposit.

**4. RIGHTS ON DEFAULT:** In the event Tenant should fail to pay any one of the aforesaid installments of rent, or any part thereof, within five (5) days after same shall have become due, or in the event Tenant should fail to perform or observe any of the covenants, agreements, terms or conditions herein made, assumed or agreed to by Tenant, or in the event Tenant abandons or vacates the leased premises, or in the event of the insolvency of Tenant, then in any of the said events, at the option of Management, to be exercised within ninety (90) days after the occurrence of any one of the said events Management may:

- a. Immediately forfeit this lease and terminate the same and repossess the premises, removing therefrom all goods and chattels not belonging thereto and expelling Tenant and any other person in possession thereof and holding Tenant liable for all accrued rent and for any and all damages caused by or thus arising from Tenant's breach.
- b. In the event that the premises have been abandoned, Management may immediately repossess the premises and relet same for the account of Tenant, holding Tenant liable monthly for any deficiencies resulting for the residue of the term.
- c. In the event of non-payment within five (5) days of the payment due date, Management may elect to proceed with eviction through an unlawful detainer action, which Tenant will be responsible for any legal fees associated with such proceeding which are incurred on behalf of Management or Owner, including but not limited to costs and attorney fees.
- d. May declare due and payable all unpaid rentals for the entire residue of the term
- e. Pursue any other right or remedy available in law or equity. All such rights and remedies are in addition to and not to the exclusion or exhaustion of any other rights, remedies or causes of action which Management may have at law or in equity (including the right to collect past due rent). In the event Tenant abandons the premises, nothing herein shall require Management to relet same for Tenant's account, and there shall be no duty to do so. The failure of Management to exercise the options herein available to Management in any one or more instances shall not be a waiver of the right to exercise such option for any future breach of the same or any other covenant, agreement or condition. It is expressly agreed and stipulated that, if Management takes possession of the premises or takes or accepts return of the keys thereto, or takes or accepts both possession and keys Management may pursue the remedy provided in (b) above by notifying Tenant, at the time of or within a reasonable time before or after receipt of such keys or possession, wherein Tenant acknowledges that Management intends to relet the premises for Tenant's account. If Tenant's whereabouts are unknown to Management, notice by registered or certified mail to Tenant's last known address shall be sufficient.

**5. ACKNOWLEDGEMENT OF CONDITIONS:** Tenant's acceptance and possession of the Property is conclusive evidence that the Property is in good, satisfactory, and habitable condition. Neither Owner nor Management have made a representation as to the condition of the Property nor agreed to decorate, alter, or improve the Property except as specified in writing. Tenant agrees to surrender the Property at the conclusion of Tenant's tenancy in the same condition as when tenant received, reasonable wear excepted.

- a. If the presence of mold is of concern to Tenant, Tenant understands that Tenant should hire a qualified mold inspector prior to signing this Residential Lease/Rental Agreement.
- b. Tenant agrees to indemnify and hold harmless Management from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that Management may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.
- c. Tenant is urged to (i) conduct testing for possible existence of chemical or drug substances in, on or about the Property, as desired by Tenant, and (ii) to visit with applicable law enforcement authorities about possible prior illegal activity on or about the Property.
- d. Tenant agrees to submit any deficiencies with the property, prior to Tenant's occupancy or within the first Ten (10) days of the commencement of the lease term. Any deficiencies submitted after the initial 10 days of the lease term could be deemed tenant responsibility. Tenant understands that deficiencies will be corrected at the discretion of Management.

**6. USE:** Tenant, Tenant's family and guests agree to use the Property lawfully, complying with ordinances and laws of the municipality, governmental, or private entity having jurisdiction over the Property. Tenant or Tenant's guests will not at any time do any act or thing to cause a disturbance, interfere with the rights and quiet enjoyment of other tenants and neighbors, interfere with Management in the operation and maintenance of the Property and any improvements on or about the Property, or use the Property for purposes or in a manner deemed hazardous by Owner's insurance representatives. Tenant agrees to keep the Property clean, sanitary and in compliance with applicable health laws and ordinances. Tenant agrees that the Property will be occupied only by the persons identified in the application, which is incorporated herein by reference, unless guests staying in the Property over 30 days are registered, in advance, with Management. Further, Tenant agrees not

to assign this Residential Lease/Rental Agreement, sublet the Property, or permit use of the Property for any purpose other than a private dwelling.

a. **Alterations To Lease Terms:** In event Tenant desires to share occupancy of said leased Property with co-occupants not identified as Tenant under this Residential Lease/Rental Agreement, Tenant agrees to immediately notify Management of said co-occupants. Said proposed co-occupants shall be required to submit an application with applicable fees to Management, and if approved by Owner, shall execute a written lease and become a co-Tenant. If one or more tenants, but not all, wish to be removed from the Residential Lease/Rental Agreement and not be held responsible for the terms of the Residential Lease/Rental Agreement, then all Tenants agree to obtain and return the proper documentation provided by Management and to pay a fee of \$250. Tenant agrees that \$50 of the \$250 processing fee to remove co-Tenants is non-refundable if Owner denies request for removal of co-Tenant. Tenant agrees that should such an event occur where more than one person, not previously identified as "Tenant", do not fulfill the aforementioned request for approval of the Owner then such event shall constitute a material breach under this Residential Lease/Rental Agreement, entitling Owner to pursue all remedies allowed by law which may include seeking to evict Tenant and all other unauthorized co-occupants.

b. **Quiet Possession:** To have and to hold the same premises to the Tenant for the term herein stated; and if Tenant keeps and performs all the covenants of this lease, then Management covenants to keep Tenant in quiet, peaceful and uninterrupted possession for the premises. Management reserves the right to inspect the property at any time with notice to Tenant.

7. **NUISANCE:** Tenant acknowledges that should any nuisance abatement or similar proceeding be commenced or threatened against Tenant, Owner, Management, or the Property by any municipal, county, state or federal nuisance abatement board or enforcement entity, wholly or partially resulting from the action or inaction of Tenant (or guests of Tenant) in, on or about the Property, such action or inaction shall constitute a material breach of this Residential Lease/Rental Agreement by Tenant entitling Management and Owner to all available remedies set forth in this Residential Lease/Rental Agreement or by applicable laws.

8. **PROPERTY CONDITION:** Tenant agrees that the Property and contents shall be kept in good condition including the payment by Tenant for the maintenance and cleaning of all carpets and drapes. Any damage or excessive service to the Property caused by Tenant's misuse, neglect, or abuse shall be repaired at the cost of Tenant. Tenant shall give Management prompt notice of defects in, or accidents to, the water pipes, electric wiring, heating and air conditioning apparatus, or any other part of the Property in order that the same may be repaired with due diligence. Tenant agrees to pay for any service calls requested by Tenant that are deemed by Management to be routine maintenance or items able to be completed by Tenant with minor troubleshooting. Such items include but are not limited to: flipping a breaker, changing an air filter, plunging a toilet, resetting a garbage disposal, lighting a pilot light, replacing batteries, etc. Services rendered which are the result of Tenant carelessness or inattentiveness will be charged to the Tenant.

9. **MAINTENANCE:** The Owner agrees to maintain the Property in good repair and condition, unless otherwise stated, including but not limited to the cost of regular maintenance of the plumbing lines and fixtures, electrical panel, wiring and fixtures, heating, ventilation and air conditioning systems. The Owner agrees to pay all Property taxes and Property insurance, as well as maintain the exterior walls and facade of the Property, the roof, the foundation and the structural stability of the Property. Unless set forth herein, neither Management nor the Owner of the Property shall have any responsibility to repair or maintain any portion of the Property, which has been deemed the sole responsibility of Tenant. In addition, Tenant is solely responsible for the conduct and safety of all inhabitants, guests, invitees, licensees, and trespassers. Tenant acknowledges and agrees that Management is not responsible for the condition of the Property and expressly and unconditionally agrees to release, hold harmless and indemnify Management for any causes of action arising out of this lease, related to the condition of the Property or regarding damage or injury to persons or property. Tenant is responsible for maintaining the condition of the property and to report any changes to it's condition to Management. If damage occurs due to neglect in reporting condition of the property Tenant will be responsible for all associated costs.

a. **Pest Control:** Live pests must be reported to Management within the first ten (10) days of the lease. Pests will be reported to Owner by Management for their consideration in covering the cost to remove said reported pests. Tenant agrees to maintain the premises in such a manner that prevents infestation of any type of pest.

b. **Reimbursement:** Management and the Owner do not guarantee the reimbursement of authorized or unauthorized repairs.

c. **Management uses various vendors to do repairs at the properties managed.** Outside vendors will be given Tenant's contact information and will make every effort to get in touch with Tenant before entering the property. If Tenant cannot be reached, Management reserves the right to release access of the property to the vendor for needed maintenance or repair at vendor's convenience. Vendors cannot tell how long they will be at each job site, and therefore cannot schedule appointments to make repairs. All requests will be considered but not guaranteed.

d. **All maintenance requests must be submitted online through Management's website with the exception of maintenance requests deemed an emergency by Management.**

e. **Tenant agrees to be responsible for notifying Management in the event that previously requested maintenance is no longer needed.** Tenant agrees to be financially responsible for costs associated with

deploying a vendor in such cases that requested maintenance is no longer needed and Management has not been notified by Tenant.

f. The Tenant agrees to maintain and pay cost of lawn care and landscaping including but not limited to: maintaining and watering grass, flowerbeds, trimming shrubs and trees, collecting leaves, cleaning gutters, edging, weed eating, and mowing. Management shall give Tenant 10 days notice to correct any exterior deficiencies noted by Management. If exterior deficiencies are not corrected after 10 days, Management will complete work previously outlined and notify tenants of financial responsibility.

g. Preventative Maintenance: Some property owners employ Management to perform preventative maintenance on the property. This service does not relieve Tenant from any responsibilities elsewhere in this Lease Agreement. Should this Property be involved in Management's Preventative Maintenance program, Tenant agrees to the following conditions:

i. To allow Management to enter the property with 24 hours notice to perform designated tasks. Such tasks include but are not limited to: Check HVAC temperatures; Snake all drains to avoid plumbing issues; Check to see if all lights and appliances are working normally; Do minor repairs to avoid small maintenance requests; Snake dryer vent (when accessible from ground level) to avoid a fire hazard; Check/replace smoke detector batteries to reduce fire liability; Inspect roof and gutters; Report any deferred maintenance; Look for unauthorized smoking/pets or other damages; Publish the video inspection; Send a noncompliance letter for any issues or concerns.

ii. To notify Management if a previously scheduled appointment time is needing to be rescheduled. Tenant agrees that if such appointment is rescheduled that Management will only reschedule one time at no cost per Preventative Maintenance visit. Tenant agrees to pay a Rescheduling Fee of \$60 per Preventative Maintenance visit that is rescheduled after the initial free rescheduling.

iii. Management agrees to send Tenant instructions on how to prepare for the Preventative Maintenance service prior to performing said service. Tenant agrees to comply with all instructions sent and Tenant agrees to hold Management harmless should said instructions not be followed by Tenant.

10. UTILITIES: The Tenant will subscribe and pay for all utilities serviced on the Property at Tenant's expense throughout the full term of this lease. Any damages to the property caused by inactive utilities during the term of this lease will be tenant responsibility. Tenant agrees to pay for any utility usage charges billed to the leased premises during the term of this lease, which are paid by Management or a third party.

11. PETS: Tenant will not keep or harbor any animal of any kind on the Property without the express written approval of Management. Upon approval, Tenant agrees to pay Management a non-refundable Pet Fee of **\$250** and/or additional monthly rent of **\$0** agreed upon by both parties before possessing any animal of any kind on the aforementioned leased property. Tenant is approved to have **2** pet(s) on the property. Should Tenant wish to add a pet not mentioned in this Residential Lease/Rental Agreement, Tenant agrees to submit a written request to be reviewed by Management and Owner for approval. Management and the Owner reserve the right to select the form and amount of payment, either rent increase or deposit, after the aforementioned approval. Should a pet not previously approved by both Management and Owner be found on the property, Tenant agrees to pay Management a fee of one hundred (\$100) per instance the pet is found on the property without approval. If aforementioned unauthorized pet is found then Tenant will be given seven (7) days to remove the pet. Tenant agrees to abide by all laws and statutes concerning animals set forth by the State of Arkansas. If a pet is authorized to be on the property, under no circumstances can it be a pet with vicious tendencies or have any history of biting anyone. Additionally, under no circumstance can a dangerous breed of animal be on the property at any time. Such Dangerous Breeds include those listed by the State of Arkansas in the appropriate state legislature. Should a pet not authorized be found at the Property, such event shall constitute a material breach under this Residential Lease/Rental Agreement, entitling Owner to pursue all remedies allowed by law which may include seeking to evict Tenant.

12. ALTERATIONS AND ADDITIONS: Tenant shall not affix, exhibit, attach, or otherwise allow any sign, writing or printing to be placed in any window or door, or install any wallpaper, erect any structure, make any alteration, attach any contrivance or antenna or aerial, or operate any additional appliance to or in any part of the Property without the express prior written permission of Management; except if Tenant reasonably believes a lock, security device, system, access codes, or other measure is needed for the security of Tenant and such permission will not be unreasonably withheld following the written request of Tenant.

13. LOCKS AND KEYS: Should Tenant change the locks or locking devices (including but not limited to any and all access codes and security systems), Tenant agrees to provide Management with the key(s) and access codes to such locks or devices and further to leave said locks or devices with Management at the termination of this tenancy. Tenant recognizes the right of Owner and Management to recover all damages and costs resulting from Management's inability to gain access to the Property or to replace or repair lock devices.

14. ACCESS BY MANAGEMENT: Management reserves and Tenant grants to Management the right for Management, its agents, employees or the holder of any mortgage to enter the Property at reasonable times

for reasonable inspection, repair and service to the Property, and at any time for the purpose of attending an emergency. Management shall have the right to show said leased premises at all reasonable times to prospective purchasers.

**15. EXTENDED ABSENCE AND ABANDONMENT:** Tenant shall give Management written notice of any absence from the Property that will exceed 30 days. Failure to give notice shall leave Tenant responsible for all damages Management may incur as a result of no notice. If Tenant fails to pay the rental installment within 15 days from the due date and Tenant has not given notice of extended absence, Management will presume the Property abandoned by Tenant and Management may enter the Property and take possession thereof. In such case, Tenant shall be responsible for all losses and damages sustained by Owner by such abandonment. Management may further assume in the event of abandonment that any personal property of Tenant left on the Property may be disposed of by Management as provided by law, and Management is entitled to apply the proceeds of any sale of such personal property to damages incurred by Owner or Management. Upon or after, Management has deemed the property to be abandoned and the lease has not been renewed, Management shall have the right to show said premises to prospective tenants at all reasonable times.

**16. AUTOMOBILES AND OTHER VEHICLES:** Tenant and his family or guests shall obey all rules and regulations relative to automobiles and other vehicular traffic on the Property or set forth by the Property and Homeowner's Association or local governmental bodies tied to the Property.

**17. PROPERTY, FIRE AND CASUALTY:** In case of damage to the Property by fire, storm, earthquake or other casualty not due to the negligence of Tenant, Management will abate the rent installments for the time the Property remains uninhabitable and the unused portion of any rent or deposit will be refunded to Tenant. Management shall by written notice inform Tenant within 60 days whether the damages will be repaired and this Residential Lease/Rental Agreement continued or whether this Residential Lease/Rental Agreement shall be terminated. In the event of such casualty, Owner and Management are released from all claims, losses, damages and inconveniences incurred by Tenant that arises from said casualty. In any event Tenant shall be solely responsible for losses, theft, casualty and damage related to the contents of the unit and further acknowledges that Management advised Tenant to consider securing a rental insurance policy. Tenant is advised to consider securing liability insurance in the event of accident, injury or death that could occur on the Property to Tenant, family or guests or any personal property of Tenant or others located within the Property. Owner and Management shall be held harmless and indemnified by Tenant in such events.

**18. NOTICES:** All notices required and given between the parties of this Residential Lease/Rental Agreement shall be given in writing to Management at Management's office, located at 10515 West Markham, Little Rock, AR 72205 and to Tenant at the Property described.

**19. EXTENSION AND RENEWAL:** Unless terminated or modified as otherwise agreed, the term of this Residential Lease/Rental Agreement shall automatically extend at the completion of the initial term for a term of one month at the aforesaid rental property, subject to adjustments as provided by this Residential Lease/Rental Agreement and payable as provided by Paragraph 2 of this Residential Lease/Rental Agreement. Evidence of Tenant's intent of extension shall be Tenant's possession of the Property on the first calendar day of the month after the original Residential Lease/Rental Agreement has expired and Management's intent to accept is evidenced by acceptance of the rent due. If the term of this Residential Lease/Rental Agreement is automatically extended, Tenant agrees that Management reserves the right to change the rental amount with thirty (30) days notice to Tenant of such change. If renewal of this Residential Lease/Rental Agreement is refused by Management, Management shall give Tenant thirty (30) days written notice of termination and Management may proceed to let the premises to another and charge Tenant for any damages resulting from his failure to deliver possession on the date of termination, in addition to any other rights accruing to Management hereunder. If Tenant chooses to not renew this Residential Lease/Rental Agreement, Tenant agrees to submit to Management, a written thirty (30) days notice of intent to vacate the premises described herein as Property. Tenant agrees to pay Management a fee of \$100 per day that exceeds the date given to Management as the date the Tenant intends to vacate the property described in this lease.

**20. DELAY IN GIVING POSSESSION:** If Management shall be unable to give possession on the date specified for the commencement of the term hereof, Tenant may at any time after fifteen (15) days after such specified date notify Management of his election to terminate this lease. Such notice shall be given in writing to Management, signed by Tenant, in the same manner in which this lease is signed and thereupon on receipt of such notice this lease and all rights and obligations hereunder shall cease, but Tenant shall be entitled to receive back from Management all sums of money paid hereunder. In default of such notice, the obligations of Tenant shall continue and he shall take possession of the demised premises as soon as they are ready for occupancy, provided, however, the rent herein reserved and covenanted to be paid shall not commence until possession is available. However, failure to give possession on the date of commencement of the terms of this lease shall not extend nor be deemed to extend the term of this lease, nor shall Management be subject to any liability for failure to give possession on said date.

**21. FAIR HOUSING:** Tenant agrees Owner and Management will provide equal services to all persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally,

Tenant, Owner and Management agree that Owner and Management must comply with all state and federal laws while performing this Residential Lease/Rental Agreement.

22. **DEFAULT AND TERMINATION:** Tenant's failure to comply with the provisions and conditions of this Residential Lease/Rental Agreement, or to comply within a reasonable time after Management's request for compliance, shall constitute Tenant's material breach of this Residential Lease/Rental Agreement. Tenant may be in default or material breach if Tenant/Occupant of Property is convicted of, pleads guilty to, pleads no contest to a) any felony offense b) any offense involving actual/potential physical harm to any person, or involving possession, use, manufacture, sale/delivery of illegal substances.

23. **PREMATURE CANCELLATION:** There shall be no provision for Premature Cancellation of this Residential Lease/Rental Agreement unless Tenant is given military orders that force the Tenant to vacate the premises. Should Tenant request premature cancellation of this Residential Lease/Rental Agreement, then Tenant shall agree to pay Management a fee of \$1,000 for administrative, advertising, and other costs that Management may incur in an attempt to relet the property due to the Premature cancellation of this Residential Lease/Rental Agreement on part of the Tenant. All Premature Cancellation requests must be approved by Owner prior to cancellation. This Residential Lease/Rental Agreement shall be considered prematurely cancelled or terminated if: (1) Tenant does not complete the initial term of this Residential Lease/Rental Agreement as described in Paragraph 1 or (2) Tenant fails to submit a written 30 day's notice of Tenant's intent to terminate after completion of the initial term to Management. In the event of such Premature Cancellation, Tenant shall be responsible to Owner and Management for all rents, damages, and losses Owner and Management may incur as outlined in this Residential Lease/Rental Agreement.

24. **AGENCY DISCLOSURE:** Tenant acknowledges that (1) Management is the agent solely of Owner and not the agent of Tenant, and (2) this fact was read, discussed and understood by Tenant prior to execution of this Residential Lease/Rental Agreement.

25. **TIME IS OF THE ESSENCE:** Time is of the essence for each of the agreements and conditions herein to be performed by Tenant. Unless otherwise specified, days as it appears in this Residential Lease/Rental Agreement shall mean calendar days. Further, all times and dates set forth in this Residential Lease/Rental Agreement refer to Arkansas Central time and date. The failure of Management to insist upon performance of any of the agreements and conditions herein in any one or more instances shall not be waiver of the right thereafter to insist upon full and complete performance of such agreements and conditions. Receipt by Management of rent with knowledge of the breach of any of the agreements and conditions hereof shall not be deemed a waiver of said breach.

26. **RULES AND REGULATIONS:** This Residential Lease/Rental Agreement may incorporate Rules and Regulations, which are to be provided by Management. Tenant recognizes the purpose of these is the convenience of all Tenants, the preservation and protection of Owner's Property, and Tenant agrees to comply with all rules and policies that now exist or as may be promulgated by Management in the future.

a. Management will not be responsible for lockouts at any time. Replacement for lost keys will be furnished at \$10.00 each when picked up at office of Management or can be delivered to the Tenant at property for an additional \$60 service charge.

b. Tenants are responsible for changing A/C filters every thirty (30) days. Filters will be provided by Tenant. Tenant may be liable for damages due to negligence in changing A/C filter.

c. Management reserves the right to make and enforce such other reasonable rules and regulations as in Management's judgment may be deemed or advisable from time to time to promote the safety, care, and cleanliness of the premises and for the preservation of good order.

d. **Smoke Alarms:** TENANT is responsible for the working order of all smoke detectors in the home. Tenant will report a non-working detector to Management's office as soon as possible. If a property is inspected routinely, or otherwise by Management, vendors, and/or government officials, and they find that the smoke detectors are not working and no current work order has been submitted to Management to repair them, the Tenant will be responsible for any charges to have the detector repaired or replaced. If Tenant's detector is battery operated, Tenant is responsible for replacing dead batteries. Disarming the detector is a direct violation of the lease and will result in action by Management.

e. Management shall not be liable for and shall be held harmless and indemnified from any and all injuries and any and all claims or damages or litigation arising from any cause whatsoever, in, or about the leased premises.

27. **SPECIAL CONDITIONS:** **This is a lease renewal. No additional deposits required at this time. ON FILE: \$1,050 security deposit and \$250 nonrefundable pet fee. BALANCE OWED: \$0. If tenant changes phone number or email address, Rainey must be notified as soon as possible. No blinds may be installed unless owner approves and they are installed in a professional manner.**

**Tenants must not put grease down drains, or they will be charged for any invoices that reflect negligence. Tenant must also not flush any items other than toilet paper down commodes.**

28. GOVERNING LAW: This Residential Lease/Rental Agreement shall be governed by the laws of the State of Arkansas.

29. SEVERABILITY: The invalidity or unenforceability of any provisions of this Residential Lease/Rental Agreement shall not affect the validity or enforceability of any other provision of this Residential Lease/Rental Agreement, which shall remain in full force and effect.

30. MERGER CLAUSE: This Residential Lease/Rental Agreement, when executed by both Owner (or Management) and Tenant, shall contain the entire understanding and agreement between Owner (or Management) and Tenant with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Residential Lease/Rental Agreement shall not supersede any agency agreements entered into by Owner (or Management) and Tenant. This Residential Lease/Rental Agreement shall not be modified except by a written agreement signed by Owner (or Management) and Tenant.

31. ATTORNEY'S FEES: Should Owner (or Management) and Tenant initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Owner (or Management) and Tenant (aforementioned agents being third-party beneficiaries of this Paragraph 29) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

32. SEX OFFENDER NOTIFICATION: If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials or access the State of Arkansas registered sexual offender website at <http://www.acic.org> regarding such information.

33. MOLD NOTIFICATION: If the presence of mold is of concern to the Tenant, Tenant understands that they should hire a qualified mold inspector prior to signing this agreement. Management has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that residents regularly allow air to circulate in the Property. It is also important that residents keep the interior of the unit clean and that they promptly notify Management of any leaks, moisture problems, and/or mold growth.

Management and/or the Owner cannot and does not represent or warrant the absence of mold. If you believe that you, or any other person who will reside in the property, have any sensitivity to mold, due to allergies, asthma or for any other reason, then it is your obligation as a prospective tenant to determine whether this constitutes a problem for you. Management and/or the Owner shall not be liable in any action based on the presence of or propensity for mold within or at the premises.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- a. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
- b. Tenant agrees to immediately report to Management any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- c. Tenant agrees to notify Landlord of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- d. Tenant agrees to report to Management any significant mold growth on surfaces inside the premises.
- e. Tenant agrees to allow Management to enter the unit to inspect and make necessary repairs.
- f. Tenant agrees to use bathroom fans while showering or bathing and to report to Management any non-working fan.
- g. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- h. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- i. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
- j. Tenant agrees to notify Management of any problems with the air conditioning or heating systems that are discovered by the Tenant.

**33. LEAD-BASED PAINT RISK ASSESSMENT / INSPECTION:**

- ☐ A. Tenant understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.

X B. Tenant has been informed that the Property, including without limitation, garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Tenant has received and acknowledged receipt of the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards."

34. INCORPORATION OF LAW: Except for any provision which is contractually excluded, Owner and Tenant agree that all provisions of Acts 535 and 1004 of 2007 are incorporated herein.

35. COUNTERPARTS: This Residential Lease/Rental Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together constitute one in the same.

36. LICENSEE DISCLOSURE: Owners involved in this Lease Agreement may or may not be licensed real estate agents in Arkansas. On request, Tenant can request from Management to ask Owners if they have a real estate license.

37. TRANSFER OF LEASE: Tenant authorizes Management to transfer this lease and all rights including the held deposits associated with this lease in the event the property is sold and/or Management transfers this agreement to another manager or the Owner of the property.

38. RIGHT CUMULATIVE: The rights and remedies of Management under this lease shall be cumulative.

39. EXEMPTION WAIVER - Tenant waives and renounces for self and family, any exemption rights, present or future, under the laws of Arkansas and against the payment of any sums which may become due under this lease.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU, IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. THE REAL ESTATE AGENTS, BROKERS, PROPERTY MANAGERS, AND STAFF CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENTS, BROKERS, PROPERTY MANAGERS, AND STAFF TO FILL IN THE BLANKS ON THIS FORM.

Parties Electronic Signatures:

Tenant: Patricia Popovich 2018-03-20 11:11:48

Tenant: John Jones 2018-03-20 11:11:48

Rainey Realty Inc. dba Rainey Property Management: Roy Rainey 2018-03-20 11:11:48

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