

# Huber Rental Properties, LLC Lease Agreement

[www.huberrentalproperties.com](http://www.huberrentalproperties.com)



This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Huber Rental Properties, LLC, hereinafter designated at Lessor, and

(All Lessee's shall provide a copy of their Driver's License)

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ Social Security # \_\_\_\_\_

Previous Address: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ Social Security # \_\_\_\_\_

Previous Address: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ Social Security # \_\_\_\_\_

Previous Address: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ Social Security # \_\_\_\_\_

Previous Address: \_\_\_\_\_

Hereinafter designated as Lessee, Witnesseth:

Lessor leases to Lessee the following described property, situated at

\_\_\_\_\_  
Arkadelphia/Caddo Valley/Glenwood/Malvern/Gum Springs/Curtis/Gurdon, Clark  
County, Arkansas, to-wit:

The term of this lease is \_\_\_\_\_ months, commencing on \_\_\_\_\_, 20\_\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_\_. The rent for said property is \$\_\_\_\_\_ per month.

The Lessee hereby agrees and promises to pay to Lessor the sum of \$\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and \$\_\_\_\_\_ **per month on the 1<sup>st</sup> day of each and every month** thereafter, during the continuance hereof as rent for said premises and contents, the payments to be made to Lessor, at the place that Lessor shall designate. **Any installment of rent which is not paid by the 5<sup>th</sup> day of the month at 5 P.M. shall result in a \$50 late charge due by the 10<sup>th</sup> date of the same month. If payment arrangements are made, all money paid is applied to the oldest outstanding debt first.** All rent payments are to be made at 203 S. 6th St. NO CASH payments will be accepted. All rent payments must be made in the form of Check or Money Order. Lessor is not responsible for payments received late through the mail.

Terms and Conditions:

1. Occupants: The said premises shall be occupied by no more than \_\_\_\_\_ adults. All tenants are jointly and severally liable for the actions of each person on the lease.
2. Start Date of Lessee: The start date of this lease is based on the assumption that the previous tenants move out of the house as expected and that they clean and do not damage the property. In the event that the house must be cleaned or repaired, the start date of this lease may be delayed by a few days. Lessee agrees upon signing this lease that a reasonable delay does not terminate lessee's obligation to otherwise fulfill the terms of the lease.
3. Pets: No pets will be permitted on the premises at any time without the express written consent of the Lessor. To obtain written consent of the Lessor, a "Pet Policy" form must be completed and submitted for approval. Lessee agrees to be responsible for any and all damages incurred by the pet. A one-time non-refundable pet fee of \$100 per animal shall be paid prior to any authorization for pets being granted. Under no circumstances will the Lessor approve Lessee having any animal on the premises that is classified as a dangerous breed by Lessor's insurance company. Additionally, Lessor reserves the right to revoke the written consent at any time for any reason whatsoever to have pets on the premises. If consent to have a pet is revoked, the pet deposit will not be refunded.

4. Disturbing noises: No tenant may make or permit to be made, any disturbing noises by anyone residing in or visiting the property. Any boisterous or disorderly conduct on the property is prohibited. The landlord reserves the right to begin immediate eviction proceedings should this occur. There is to be no loitering or drinking in the parking lot or driveway.
5. Smoking: No smoking is allowed inside the premises at anytime. Evidence of smoking in the premises will result in the loss of the security deposit and lessee shall be responsible for any repairs to clean the premises of evidence of smoke.
6. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
7. Repairs or Alterations: Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises. Cost of repairs or alterations incurred by Lessee will not be reimbursed by Lessor unless prior written approval of expenditures is obtained by Lessee.
8. Maintenance: Please make request for repairs or maintenance to Lessor between 8 A.M. and 5 P.M. Monday through Friday by calling 870-403-1034. PLEASE CALL IMMEDIATELY IN THE CASE OF AN EMERGENCY (Alt. # 870-230-1978). In the event of an emergency, please contact the Lessor as soon as possible. No charge is made for maintenance and repairs unless caused by negligence or abuse by the tenant, other residents, or guests. Please do not pour grease down the garbage disposal or sinks in the kitchen. This will clog up the drain, and you will incur the expense for the Plumber. Please do not dispose of materials in the toilet that might plug up the toilet (this includes tampons, condoms, etc.). Lessee will be responsible for Plumbing bill if cleaning of pipes shows evidence of improper disposal of items down the toilet. **If the lessee fails to report a repair and the failure of the lessee to report the repair results in further damage to the property than would have otherwise resulted if the repair had been reported, lessee will be responsible for the cost of the repair beyond what it would have otherwise cost the lessor.**
9. Pest Control: It is understood that from time to time roaches, spiders, mice, fleas and other pests may become a problem for the lessee. It is the sole responsibility of the lessee to pay for and control any pest problems which arise. Lessor assumes no responsibility for pest control and will not reimburse lessee for any expense associated therein with.

10. Upkeep of Premises: Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted. It is expected that the lessee will mow the grass as necessary and in a timely manner. Failure to do so will result in up to a \$75 per occurrence fee. (Not applicable at apartment complexes) Cars are to be parked in designated areas only and not on the lawn. A \$25 fine will be assessed for each violation.
11. Sheds and Storage Buildings: Lessee does not warranty the condition of or take responsibility for possessions left in any sheds or storage buildings on the property. Lessee assumes all liability and risks associated with doing so.
12. Assignment and Subletting: Lessee shall not assign this agreement or sublet a portion of the premises without prior written consent of Lessor.
13. Utilities: Lessee shall be responsible for the payment of all utilities and services. Utilities must be left on for two days upon moving out of the property for inspection. Failure to leave utilities on shall result in the loss of the security deposit in an amount equal to the fee required to have utilities turned on.
14. Light Bulbs: Light bulbs are supplied for each fixture in the house upon leasing of property, and operable light bulbs must be left when Lessee vacates the property. The charge for replacing bad or missing light bulbs (when Lessee vacates) will be \$5.00 per light bulb.
15. Keys and Locks: Lessee shall be given \_\_\_\_\_ door keys \_\_\_\_\_ mailbox keys and is responsible for these keys. These keys shall be returned to the Lessor when the property is vacated. No deposit refunds shall be made until the keys are returned. Failure to return a key shall result in a \$50 charge against the deposit for the changing of locks. This \$50 shall be charged for each lock that a key is not returned for.
16. Default: If Lessee shall fail to pay rent when due, or fail to perform or violate any provision hereof, Lessor, at his option, may immediately terminate all rights of Lessee hereunder. Upon notice of immediate termination, lessee shall have not more than 48 hours to remove his/her belongings from the premises. If Lessee abandons or vacates the property, while in default of the payment of the rent, or fails to remove possessions in a timely manner, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In addition thereto, Lessor shall have the right to pursue any remedies available in law or in equity.
17. Security Deposit: The security deposit in an amount equal to one month's rent shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of

Lessee's obligations hereunder. Any balance remaining upon end of lease shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent. Termination of the lease prior to end date will result in the loss of the security deposit and any regular rent payment due at date of termination.

18. Right of Entry: Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
19. Deposit Refunds: The balance of all deposits shall be refunded within thirty (30) days from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor. If repairs must be made, the deposit may not be returned until such a time as repairs can be completed. It is the responsibility of the Lessee to provide Lessor with a mailing address for the deposit to be mailed to. Failure to provide a forwarding address may result in a delay of the deposit refund.
20. Termination: This agreement and tenancy hereby granted may be terminated at any time by Lessor by giving the Lessee not less than one full month's prior notice in writing, except as provided for in number fifteen of this lease agreement. If termination is due to a violation of the lease agreement, only 48 hours notice is required, as stated in number fifteen.
21. Appliances: Lessor is under no obligation as a result of this lease to immediately replace the appliances should they cease to operate. In the event the refrigerator ceases to operate, Lessor is not responsible for any lost food items.
22. Returned Checks: If checks written by Lessee are returned, rent for the month shall be considered past due and shall result in a late fee of \$50 for the month's rent as outlined above and an additional \$50 returned check fee. Upon notification by Lessor to Lessee that a check has been returned, Lessee shall have 3 days to pay rent and fees due to Lessor.
23. Lessor reserves the right to place political signs on the premise. Campaign signs placed by Lessee must be approved by Lessor prior to placement on property.
24. Insurance: The property of the Lessee is not covered by the Lessor's insurance, and the Lessor accepts no liability, whatsoever, for any damages to the Lessee's possessions or for any accidents on the property. Tenants are encouraged to purchase RENTER'S INSURANCE.
25. Lessor is not responsible for any damage done to cars, or other personal property located on the premises.

26. Lessee agrees that if the property should become uninhabitable due to fire or other acts of God during the term of this lease, then the only liability of the Lessor shall be the refund of all unearned rent plus the security deposit. This is a disclaimer of liability to which Lessee agrees.
27. NOTICE OF INTENT TO MOVE OUT: Lessee must inform Lessor of Lessee's intent to move out at the end of the lease term no later than the 1<sup>st</sup> day of the last month of the lease. Failure to inform Lessor of intent to move out by this deadline will result in Lessee being responsible for at least one additional month of rent.
28. Moving Out: The Lessee must check out of the house no later than 12 noon on the last day of the lease. Failure to check out by 12 noon shall result in a \$25 per day fee to the Lessee. Lessee must make sure that the premises is clean, including but limited to having the carpets professionally shampooed, sinks, bathtubs and floors scrubbed and cleaned, and the grass mowed. All trash should be removed from the site and not left on the curb for the city to pick up. A cleaning fee of \$25 per hour shall be assessed by Lessor for time required to clean the property if not properly taken care of by Lessee.
29. Month to Month Extension of Lease: Upon the expiration of the lease term, this lease automatically converts into a month to month lease. The terms of the month to month lease shall be the same as stated above and this the terms and conditions of this lease shall be controlling. The Lessee shall be required to provide 30 days written notice of intention to move out to Lessor. Lessor may require to Lessee to sign a new lease at any time, or move out if a new lease is not signed.
30. Attorney's Fees: The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possessions of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate, on the date first above written.

Lessee:

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

Lessor:

\_\_\_\_\_  
Jonathan Huber for  
Huber Rental Properties, LLC

Sample

## Reporting of Negative Information

Huber Rental Properties, LLC actively reports and publicizes information on all tenants who fail to pay rent, are late paying rent, do not fulfill the terms of their lease agreement, cause damage to leased property, or otherwise through their tenancy create conditions worthy of being disclosed to future landlords.

In addition to filing appropriate charges with the District Court or other proper legal entities, Huber Rental Properties, LLC posts all negative information on [www.dnrarkadelphia.com](http://www.dnrarkadelphia.com). The website is dedicated to providing information for potential lessor's of property concerning potential lessee's.

Tenants name, alias, previous addresses, leased address, current address, date of birth, driver's license number, picture, phone numbers, last known contact other than lessee, a description of amount due or damages caused, along with other relevant information will be posted. No social security numbers or bank account information will be posted.

By signing below, lessee acknowledges Huber Rental Properties, LLC policy on disclosure of information and hereby consents to allow Huber Rental Properties, LLC permission to report all negative information on its website or to any other individual or agency that calls requesting tenant information.

Lessee:

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

## Lease Term

This lease is for \_\_\_\_\_ months. The lessee may NOT cancel this lease with 30 days notice, but shall be responsible for paying rent for the duration of the lease agreement.

In the event that lessee moves out prior to the end date on the lease, it is understood that the lessee is responsible for continuing to pay rent until the lease expires or until the premises is re-rented.

By signing below, I hereby acknowledge that I understand I can not cancel the lease agreement and that I will continue to pay and be liable for the premises until the expiration of the lease or until the premises is re-rented.

Lessee:

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_

(printed name) \_\_\_\_\_ (signature) \_\_\_\_\_