



1447 East Pass Rd. Gulfport, MS 39507

office 228.896.4446

fax 228.896.3350

www.prmhomes.com

RENTAL LEASE

Account Details	Amount	Balance Date Due	Amount Due
Home Deposit Paid Today			
Prorated Rent Paid Today			
Pet Fee Paid Today			
Garage remotes issued			
FP \$			

THIS INDENTURE made _____ between PROFESSIONAL REAL ESTATE MANAGEMENT, INC. of the County of Harrison, State of Mississippi herein called the LANDLORD and _____ SS# _____ of **Harrison County**, State of Mississippi herein called the Tenant. WITNESSETH, that the Landlord does by these presents, lease and demise unto the Tenant all that certain property situated at: _____, **Gulfport, County of Harrison, State of Mississippi**, _____ for the term of **1 (one) year at \$ _____ per month beginning _____, 2017.**

Said rent is due and payable on the FIRST DAY OF EACH MONTH at 1447 E. Pass Road, Gulfport, or at such other place as may be designated by the Landlord.

IT IS HEREBY AGREED AS FOLLOWS, TO WIT:

1. Rent is due and payable ON OR BEFORE THE FIRST DAY OF EACH MONTH. If rent is not received by PROFESSIONAL REAL ESTATE MANAGEMENT, INC. before the 3rd of the month, a late charge of \$30.00 will be due on the 4th of the month and there will also be a \$5.00 per day late charge for each day until the rent is paid in full. If for any reason your check is not paid by your bank, the maximum amount allowed by law will be charged and the late fees as stated will apply until it is made good or otherwise paid.
2. That if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, it will be grounds for immediate eviction.
3. Subject property will be used in a lawful manner. Any unlawful act will result in immediate eviction.
4. That the Tenant shall pay the Landlord said rent in the manner herein before specified, shall not let or underlet the whole or any part of said premises nor sell or assign this Lease, either voluntarily or by operation of law, nor allow any person, persons or corporations to occupy the same or any part thereof, without the written consent of the Landlord.
5. That the Tenant shall only use the property as a single-family dwelling. No part of the premises shall be used for the purpose of conducting any business, profession, or trade of any kind. The Tenant is responsible for ensuring that he and his guests conduct themselves in a manner that will not disturb the neighborhood nor cause the Landlord to incur any expense.

6. That the Tenant shall use the premises for DWELLING. Also, that the Tenant shall personally occupy said premises and shall keep in good repair and shall not make any alterations thereon without the written consent of the Landlord [NO MODIFICATIONS OF WALL COLORS/PAINTING]. Heating and/or air conditioning filters must be replaced **monthly**.

7. The grounds contained herein must be mowed and kept in neat condition (free of debris) at all times. Trampolines and pools are strictly prohibited. Vehicles may not be driven across yard or parked in the yard. No major auto repairs on premises are allowed. Tenant must keep driveway and garage free of oil. Any inoperable vehicle must be removed from the property immediately. If the Tenant does not dispose of the vehicle, a towing service will be contacted to remove it at the Tenant's expense.

8. Tenant will be charged \$40 for each garage remote, if issued, that is lost, damaged, or not returned when the home is vacated. Tenant Initials_____

9. A \$ _____ deposit is necessary and may be refunded within 45 days after the tenant vacates providing:

- Tenant is in full compliance with the lease and has fulfilled the lease term.
- Premises are left clean and excluding "reasonable wear and tear." Stains on carpet, oil on driveway, and holes in walls are not considered "reasonable wear and tear." See 18E below for additional information.
- At the end of tenancy, tenant will have carpet professionally cleaned, the home cleaned, and yard manicured. The tenant must provide a paid receipt from a professional carpet cleaning service when the keys are turned in.
- If the property requires repainting, cleaning, or other such work that requires the reactivation of utilities, a **\$50** charge per utility (gas, water, electricity) will be deducted from the damage deposit.

REFUND OF ANY PORTION OF THE TENANT'S DEPOSIT WILL ONLY BE MADE AFTER PRM INC. INSPECTS THE PROPERTY
NO DEPOSIT WILL BE USED TO FUND ANY UNPAID BALANCE DUE.

10. Pets are **NOT ALLOWED**. Service animals are allowed, but must be registered in writing with PRM, Inc. before being taken to the property.

11. Tenant is responsible for any insurance coverage of personal effects or any personal liability. PRM, Inc. strongly recommends that you obtain tenant's insurance. The resident is cautioned that the PRM, Inc. is not responsible for loss such as food spoilage in the event of an electrical failure or equipment malfunction. Each resident must take steps to protect and care for their personal property if the need arises. After a natural disaster, such as a hurricane, tenant must contact office to inform PRM, Inc. of any damage. Each Tenant is furnished with a Hurricane Emergency Plan by PRM with the signing of this lease. Please keep it safe for use in the event of a hurricane.

12. If Tenant intends to renew lease, it must be renewed 30 days prior to its expiration. If Tenant intends to vacate house upon expiration of lease, a **30-day notice IN WRITING of intent to vacate is required to be given 30 days prior to expiration of lease**. In the event this notice is not given, damage deposit will be forfeited in addition to any rent for this period. The Intent to Vacate forms are available at the real estate office. The Tenant also understands that the rental rate is subject to periodic adjustments, with new or renewed leases, based on the recommendations of the Landlord.

13. Should the Tenant occupy said premises after the date of expiration of the Lease as a tenant renting on a month-to-month basis, the monthly rental rate will be increased by **15%**, and all other provisions of

this Lease will continue to apply including the 30-day written notice of Intent to Vacate.

14. The Landlord reserves the right to show the house to prospective new tenants during the last 30 days of occupancy, and to show the house to interested buyers at any time during the tenancy. The tenant hereby agrees to allow any showings, whether related to sale or rental of the property, given approximately 24 hours notice. Failure of Tenant to comply could result in eviction proceedings.

15. Tenant agrees to pay all charges and expenses, including attorney's fees, in the event it is necessary to have the tenant vacate premises due to breach of contract, and tenant also agrees to pay all charges and expenses incurred in having this contract enforced.

16. IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (**he/she**) occupies the dwelling past the first day of the month.

The damage/security deposit (if applicable) will be promptly returned to the tenant, provided there are no damages to the premises pursuant to paragraph 9A hereof.

In the event of a job transfer by the **Tenant's current employer only**, the Tenant may give a 30-day notice and buy-out the next month of the lease or give no notice and buy-out 2 months. The deposit **will not** be refunded. In return for compliance with this policy, no evictions or judgments related to rent will be pursued. The tenant will be held liable for damages that exceed their deposit.

17. Repair requests must be made in writing and delivered to PROFESSIONAL REAL ESTATE MANAGEMENT, INC. If any repair is deemed to be tenant-caused, the tenant will be held responsible and will be charged. The tenant will be charged for any "False Alarm" service call where the technician determines that there is not a problem as reported by the tenant. If the Tenant contracts for any repairs before consulting with the Landlord and obtaining permission, the tenant will be responsible for the repair cost. If there is a need to address a repair when the office is closed, please call 228-896-4446 and leave a message with the details of the problem, your contact phone number, and your address.

18. THE FOLLOWING ARE CONSIDERED HOUSEKEEPING AND ARE THE TENANT'S RESPONSIBILITY:

- A. Replacing heater or air conditioner filters MONTHLY. Not changing your air filters monthly increases your electricity bill and can damage equipment. **If the Landlord finds this has not been done, there will be a charge to the tenant of \$125.00. Item 18A Tenant Initials _____**
- B. Repairing/cleaning sewer grinder pumps (if present), clogged commodes, sinks, and any drain lines when grease/hair/food or other accumulation of items is the cause will be the tenant's responsibility. **Item 18B Tenant Initials _____**
- C. Lighting of gas appliances, pilot lights and resetting tripped circuit breakers or replacement of blown fuses. **Item 18C Tenant Initials _____**
- D. Pest Control services. **Item 18D Tenant Initials _____**
- E. Cleaning of blinds, draperies, curtains, windows; vacuuming, cleaning and professional cleaning of floors; touch-up painting at time of vacating. **Item 18E Tenant Initials _____**
- F. Lawncare - There is to be no accumulation of garbage, trash, unmowed grass or weeds. The lawn will be adequately cared for by the tenant. **Item 18F Tenant Initials _____**

G. Tenant is responsible for smoke detector batteries. **Item 18G Tenant Initials** _____

H. Washer and dryer repairs are the responsibility of the tenant. **Item 18H Tenant Initials** _____

19. If there is a balance owed on deposit, late fees, pet fees, or tenant billing, all monies received will be first applied to these outstanding balances first before satisfying the rent. **Item 19 Tenant Initials** _____

20. All utilities are the responsibility of the tenants unless otherwise noted. **Item 20 Tenant Initials** _____

21. The following number of persons will occupy this residence.# _____

1. _____ 2. _____ 3. _____ 4. _____

5. _____ 6. _____ 7. _____ 8. _____

22. Tenant hereto understands that no security is provided at this property. The Tenant understands that the owner and Landlord are not liable for injury, damage, violence, or otherwise that might happen to the Tenant or Tenant's guests while at subject property. **Item 22 Tenant Initials** _____

23. P.R.M., Inc. reserves the right to conduct an inside property inspection as is necessary upon notification by telephone or mail. Excessive tenant related damage may result in eviction. **Item 23 Tenant Initials** _____

24. Tenant agrees to hold PRM, Inc. and the owners of this property harmless from any problems that may result from lead-based paint, mold, asbestos, Chinese drywall, or any other such hazard **if any**. It is the tenant's option to have the property inspected prior to signing a lease and taking occupancy. **Item 24 Tenant Initials** _____

25. **NO SMOKING IN ANY RENTAL UNITS** **Item 25 Tenant Initials** _____

26. Tenant agrees to abide by all HOA rules and restrictive covenants. Tenant agrees to reimburse the property owner for any and all expenses related to rule violations. Tenant has been issued a copy of the covenants (if applicable). **Item 26 Tenant Initials** _____

Tenant: _____
(Signature)

Landlord: _____ agent
PROFESSIONAL REAL ESTATE MANAGEMENT, INC.

Cell phone: _____ Home phone: _____

Email _____ Work phone: _____

Tenant: _____
(Signature)

Cell phone: _____ Home phone: _____

Email _____ Work phone: _____

In case of an emergency, contact: Name _____

Phone# _____ **Relationship** _____