

APARTMENT LEASE CONTRACT

(This is intended to be a legally enforceable contract. Seek legal advice if desired.)

PLEASE READ CAREFULLY BEFORE SIGNING!

1. **THIS LEASE** is entered into on the N/A day of N/A , 20XX , by and between --- LLC --- ("Lessor"), and XXXXXXXXXX ("Lessee"). In consideration of the representations made in the application submitted by Lessee, and in further consideration of the performance by Lessee of all the terms and conditions of this lease, and the addendums and attachments thereto, and the extensions hereof, ("Lease" "contract" or "agreement") Lessor does hereby lease to Lessee, and Lessee does hereby rent from Lessor, apartment number N/A of the --- LLC --- located at XXXXXXXXXX of Jackson, Mississippi ("premises"). Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.

2. **INITIAL TERM:** The initial term of this lease is for a period commencing on the N/A day of N/A , 20XX , and ending at midnight on the last calendar day of July , 2014 .

3. **RENT:** Lessee agrees to pay to Lessor at the office of Lessor the sum of \$ N/A , in monthly installments of \$XXX.XX , due and payable on the **1st** day of each month. It is understood and agreed that Lessee is taking possession of the premises on the N/A day of N/A , 20XX , and is to pay the sum of \$ N/A rent from that date through the last day of that month. All other sums accruing to Lessor by virtue of any provision in this lease shall constitute additional rent for the premises and may be sued for and collected by Lessor in the same manner as any other part of the rent. Lessor may, at his option credit any sums received from Lessee against the additional rent accruing under this section before applying any part of the amounts received against the rent herein above provided. Lessee agrees not to pay rent, or other money owed Lessor in cash, but instead by check or money order.

4. **LATE CHARGES AND RETURNED CHECK CHARGES:** Rent is late after the first day of each month. Lessee agrees to pay a late charge of \$50.00 in the event the monthly installment of rent is not received by **5:00 p.m.** on the 5th day of the month. If Lessor is given a check and said check is not honored by the bank upon which it is drawn for any reason whatsoever, Lessee agrees to pay the maximum sum allowed by law in addition to any late charge.

5. **SECURITY DEPOSIT:** In addition to said rent, Lessee agrees to pay the sum of \$ 200.00 herewith as a security deposit. Said deposit is Lessee's proof to Lessor of his intention to occupy the apartment and faithfully fulfill the terms of the lease. Should Lessee fail to occupy the apartment and/or fail to fulfill the Lease by reason of any default, said security deposit shall be forfeited and retained by Lessor. At the expiration of this Lease, said security deposit shall be applied as Lessor deems reasonably necessary (1) for the cleaning of the demised premises and the items listed in any inventory attached hereto as part of this lease no less than \$ -0- ; (2) for the repair of any damages to the demised premises, yard, fixtures, furnishings, or the items listed in said inventory, reasonable wear and tear excepted; and (3) for the payment of any amount which is due and payable under the terms of this lease, including, but not limited to, rent and late charges. After Lessor's determination of the amount reasonably necessary to accomplish the aforesaid, the remainder of the security deposit, if any, shall be returned to Lessee by mailing it to him at his forwarding address without interest within 45 days of his vacating the demised premises. If Lessee does not provide Lessor with a forwarding address and Lessor cannot locate Lessee upon reasonable search and inquiry, Lessee will be deemed to have forfeited said remaining security deposit to Lessor. Retention of the security deposit by Lessor shall not prevent Lessor from recovering additional damages. The terms of the security deposit agreement are expressly made a part of this Lease.

6. **UTILITIES:** In addition to said rent and security deposit, if any, Lessee agrees to pay, when due, electricity, gas, water and other utilities accrued or payable, in connection with said rented premises. The monthly rental figure contained herein is based, in part, upon ad valorem tax rates, insurance rates, rental taxes, and public utility service rates existing at the time of the execution of this lease, and being paid by Lessor. (In the event of any increase or increases in the existing rates during the term of the lease, Lessor may assess all lessees in the apartment complex or community with a pro rata share of such increase in monthly installments as additional rent.

7. **SUB-METERING: Water and Wastewater Sub-metering.** Pursuant to paragraph 6 above, Lessee is responsible for, among other utilities, the costs of water and wastewater for Lessee's Apartment. Lessor has installed sub-metering equipment that provides a record of Lessee's water and wastewater usage. Lessor and Lessee herein agree that water and wastewater bills will be issued monthly to Lessee based on Lessee's gallon consumption and disposal as recorded on the water sub-meter for the premises.

Lessee's monthly bill for water and wastewater shall cover only that water used within, and wastewater flowing from, Lessee's Apartment. The sub-meter bill shall not include any water or wastewater for common areas or common facilities. Lessee's per gallon cost shall be what the utility company charges Lessor for an average gallon, that is, Lessor's total bill divided by the total gallons consumed in the Apartment Community. Reporting water leaks within Lessee's Apartment is the responsibility of Lessee. Water leaks will impact Lessee's monthly water costs and should be reported to Lessor or management offices immediately by the most expeditious method and subsequently in writing. Should Lessee fail to report leaks to Lessor or management representatives, the costs incurred shall not be waived from Lessee's monthly billing statement. Lessee shall pay the monthly water-wastewater sub-meter bill within fifteen days after issuance. Failure to pay within fifteen (**15**) days shall subject Lessee to a late payment charge equal to 4% of the amount in arrears not to exceed **\$5.00**. Where the due date falls on a nationally recognized holiday or weekend, the due date for payment purposes shall be the next work day after the original due date. The date on either the envelope of the bill or on the bill itself shall constitute proof of the date of issuance. Failure to pay the monthly water-wastewater sub-meter bill and all accrued late payment charges for any two (2) consecutive months shall constitute a default under this Apartment Lease Contract whereby Lessor may terminate the tenancy. Lessee shall pay the bill for water and wastewater directly to the address specified in Lessee's water and wastewater billing statement.

Lessee shall be responsible and liable for tampering and/or damaging the sub-metering equipment located within or about Lessee's Apartment. Lessor may impose maintenance expenses and seek appropriate criminal penalties for willful and knowing violations. Any costs incurred by Lessor for maintenance under the above said conditions shall become due and payable at the next date upon which rent is due. Failure to pay said costs shall become a condition of default whereby Lessor may terminate the tenancy of Lessee.

8. **CO-SIGNOR:** Any person acting as a co-signor on this lease shall be liable to Lessor for all amounts to accrue under this lease the same as if the co-signor were the primary obligor. Amounts due and payable to Lessor hereunder may be collected from the co-signor regardless of whether demand is first made on the primary obligor.

Lessor initials: _____

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Lessee initials: _____

Form Approved by The Mississippi Multifamily Council

9. **CONDITION OF PREMISES:** Lessee acknowledges that he has been given a reasonable opportunity to inspect the apartment and surrounding premises and that the apartment and surrounding premises including, but not limited to, the plumbing, heating and/or cooling systems, are in suitable and tenantable condition. After occupancy Lessee agrees to (a) keep the premises in as clean and as safe a condition as the premises permits; (b) dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards; (c) keep all plumbing fixtures in the dwelling unit as clean as their condition permits; (d) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, if any, in the premises; (e) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises including furnishings and appliances or knowingly permit any other person to do so; (f) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; (g) inform Lessor of any condition of which he has actual knowledge which may cause damage to the premises, and; (h) to the extent of his legal obligation, maintain the dwelling unit 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. Lessee agrees not to make substantial physical alterations to the premises, inside or outside, without the prior written consent of Lessor. Any alterations, additions, or fixtures which are made after Lessee receives the written consent of Lessor shall remain a part of the apartment unless specifically agreed otherwise by Lessor in writing.

10. **USE OF PREMISES:** Lessee agrees that the above described premises shall be used and occupied solely as a private dwelling by Lessee and the family of Lessee consisting of - 0 - additional persons, namely N/A. Lessee shall not entertain a guest or guests in the apartment for more than seven consecutive days. Lessee shall be responsible for the compliance by all guests of Lessee with the terms hereof and with the rules and regulations hereinafter described. Lessee further agrees not to permit anything to be done on the premises which will be contrary to the provisions of the policies of insurance hereon or which will increase the premiums for such insurance, or be contrary to the laws, ordinances, rules and regulations of any municipal, state or other governmental authority. Lessee further agrees to commit or permit no waste on the premises, to allow no nuisance to exist thereon, and to abate any nuisance that may arise, promptly and without expense to Lessor.

11. **MONITORING SERVICES:** All personal property belonging to Lessee located in or about the building or demised premises shall be there at the sole risk of Lessee and neither Lessor nor Lessor's agents shall be liable in damages, by abatement of rent or otherwise, for the theft or misappropriation thereof nor for any damage or injury thereto. Lessee agrees and acknowledges that protection against criminal action is not within the power of Lessor, and even if from time to time Lessor provides monitoring services, those services cannot be relied upon by Lessee and shall not constitute a waiver of, or in any manner modify, the above agreement. **LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE HIS OWN INSURANCE TO PROTECT LESSEE FROM ALL SUCH OCCURRENCES.**

12. **LOSS OR DAMAGE TO PROPERTY:** Lessor shall not be liable to Lessee for damage or injury to said Lessee, Lessee's family or guests caused by fire, explosion, wind, water, rain, snow, frost, steam, gas, electricity, heat or cold, dampness, mildew, mold, falling plaster, sewers or sewage, odors, noise, leaks from any part of said building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by neglect of other tenants or occupants of the building or of any other person, or caused in any manner whatsoever. Lessee shall give immediate written notice to Lessor in case of fire or accident in the demised premises or of any defects, damage or injury therein or in any fixtures or equipment. Lessee will protect, indemnify and save harmless Lessor from all losses, costs or damages sustained by reason of any act or occurrence causing injury to any person and/or property whomsoever or whatsoever, due directly or indirectly to the use of the premises or building, or any part thereof, including the swimming pool, by Lessee. **LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE HIS OWN INSURANCE TO PROTECT LESSEE FROM ALL SUCH OCCURRENCES.**

13. **INSPECTION:** Lessor may enter said premises at reasonable times to inspect, clean or repair the leased premises. Lessor may enter said premises at reasonable times to show the leased premises to prospective tenants or purchasers following the giving by either party hereto of a written notice to terminate this Lease. Lessor may at any time remove fixtures, alterations or additions not in conformity with this lease, and may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the premises.

14. **PETS:** Lessee agrees that no animal, bird or pet or any kind may be kept by Lessee or his guests without Lessor's written consent. Lessee specifically agrees to notify Lessor within twenty-four (24) hours of Lessee's acquisition of a pet, which is allowed under the rules and regulations applying to the premises. Concurrent with said notification, a pet fee as required by a separate Pet Addendum, shall be paid to Lessor. Should lessee fail to notify Lessor within twenty-four (24) hours after the acquisition of a pet, Lessor shall be entitled to sue for and collect all stipulated pet deposits as if they were delinquent rent. **Lessee also agrees that \$400.00 liquidated damages in addition to the pet deposit shall accrue for his failure to notify Lessor as specified above.**

15. **DWELLING AND MAINTENANCE:** The maintenance and repair of the leased premises shall be governed as follows: (a) Lessor shall maintain and keep in good repair the roof, outside walls, and foundation of the leased premises, as well as the interior or remainder of the premises, including, but not limited to, all air conditioning and plumbing, pipes and fixtures.(b) Lessee shall replace all glass which may be broken on said premises from and after the date of this Lease and from any cause which is attributable to him, his family, or guests, with other of the same quality and size, at his own cost and expense.(c) Lessee agrees to surrender the premises at the end of said term or other termination hereof in substantially as good condition as when received, normal wear and tear excepted. Lessee also agrees to be responsible for all damages to his apartment and surrounding premises, normal wear and tear excepted.

16. **EARLY TERMINATION:** Lessee may terminate this lease before the end of the initial term by: (a) giving Lessor written notice at least **30 days** prior to the proposed termination date; (b) paying all money due through the date of the proposed termination; (c) paying an amount equal to one month(s) rent or the amount of \$ N/A a cancellation fee; (d) forfeiting any security deposit; for repainting and cleaning based on the ratio The foregoing shall not relieve Lessee of any obligation or liability for damages to the apartment.

17. **AUTOMATIC RENEWAL: THIS LEASE SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS AFTER THE EXPIRATION OF ITS INITIAL TERM UNLESS EITHER PARTY GIVES THE OTHER AT LEAST 30 DAYS WRITTEN NOTICE PRIOR TO THE EXPIRATION OF THE INITIAL TERM.** The month-to-month tenancy shall be on all of the terms and conditions of this Lease except that Lessor may make changes in the Lease provisions after the initial term and during the month-to-month tenancy by giving Lessee at least **30 days written notice** prior to the date of said changes.

Failure of Lessee to object to said changes in writing within seven days from the date of the postmark of the notice of changes shall be deemed approval of such changes. Such changes will be binding upon Lessee as long as Lessee remains a Tenant of Lessor. This provision is a continuous one and will apply at the expiration of the original term and during each subsequent monthly term. **To terminate the month-to-month tenancy, the party desiring to terminate must give to the other party written notice at least 30 days prior to the proposed date of termination. Failure of Lessee to give a written notice of termination at least 30 days prior to the date of termination will renew this lease for an additional month for which Lessee will be liable to pay rent to Lessor.** The requirements for giving notice to terminate must be strictly adhered to. Should Lessee fail to vacate on or before the termination date, the rental for the holdover period shall be the lesser of double the rental provided herein or the maximum permitted by law. In such case, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant, or other expenses incurred due to the breach of this condition of this Lease. **ALL NOTICES OF LESSEE HEREUNDER MUST BE IN WRITING AND MUST BE COUNTERSIGNED BY A REPRESENTATIVE OF LESSOR TO BE VALID. NO VERBAL NOTICES SHALL BE ACCEPTED OR BINDING.**

18. **DEFAULT:** If Lessee violates this Lease or defaults in the performance of any covenant or condition hereof, or if Lessee abandons or vacates the leased premises during the term of this Lease, or if Lessee is adjudicated bankrupt, or makes any assignment for the benefit of creditors, Lessor may enter into said premises, and again have and repossess the same as if this lease had not been made. In case of any such default or entry, Lessor shall have the right at its option to terminate this Lease and the rent for the entire term shall at once become due and payable and Lessor may proceed to collect the rent for the entire term as if by the terms of this Lease the entire rent for the entire term should be made payable in advance. In addition to the right of Lessor to collect the rent when due, Lessor may re-enter the leased premises and repossess the same and expel therefrom Lessee and those claiming under him and remove all property and effects therefrom without being guilty of trespass in any manner, and without prejudice to any remedies to collect any arrears of rent.

In the alternative, Lessor shall have the right to relet said leased property from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Lessee any deficiency between such amount and the rent herein reserved, it being the intention of the parties that such re-entry and reletting shall not discharge Lessee from liability for rent or for any other obligations of Lessee under the terms of this Lease. In addition, upon default hereunder, Lessor shall also be entitled to recover the cost of reletting the leased premises, including, but not limited to advertising costs. Lessor may waive any default without impairing any right to declare a subsequent default hereunder, this right being a continuing one.

19. **PARTIAL PAYMENTS:** Acceptance by Lessor of a partial payment of rent or other charges shall not be considered or construed to waive any right of Lessor or affect any notice of legal proceedings, unless both parties shall agree otherwise in writing. Waiver, by Lessor, of any breach of this agreement shall not be construed as a waiver of subsequent breaches of this agreement.

20. **RETURN OF INCENTIVES:** In the event that Lessee defaults under this lease or breaches any term of this Lease, Lessee will be liable to Lessor for any amounts credited to Lessee as an incentive, concession, or "Move in Special."

21. **IMMEDIATE TERMINATION:** Notwithstanding any provision of this Lease to the contrary, notice to terminate this tenancy during the initial term or any renewal term shall not be required of Lessor if Lessee has committed a substantial violation of this lease that materially affects health and safety. The terms of the Drug Free Housing Addendum are expressly made a part of this lease. Any actions in breach of that Addendum or any illegal activity upon the premises shall be grounds for Lessor to immediately terminate this lease.

22. **ABANDONED PROPERTY:** Any property Lessee leaves on the premises after termination of the lease or abandonment by Lessee shall be deemed to have been abandoned and Lessor may remove or dispose of the property and Lessee waives any claim for damages as a result of Lessor's disposal of the property. Lessee agrees to notify Lessor in writing of any anticipated extended absence from the premises in excess of seven days and said notice shall be given on or before the first day of any extended absence. Lessee agrees any unexplained and/or extended absence from the premises for thirty days or more without payment of rent as due shall be prima facie evidence of abandonment.

23. **ATTORNEY'S FEES:** In the event of employment of an attorney or a collection agency by Lessor for the collection of any amount due hereunder (including, but not limited to, the collection of rent or damages to the premises) or for the institution of any suit for the possession of said property, Lessee agrees to pay and shall be taxed with all reasonable attorney's fees, collection fees, agency fees and/or any other costs incurred, which shall be a part of the debt evidenced and secured by this Lease.

24. **RULES & REGULATIONS:** The rules and regulations now or hereafter made in regard to said apartment and premises are expressly made a part of this Lease and are acknowledged as covenants and conditions of this Lease. Lessor reserves the right to change or add to these rules and make such further rules and regulations as in its judgment may, from time to time, be needed for the safety, care and cleanliness of the premises and for the preservation of good order therein, and upon furnishing Lessee with a copy of any such changes or additions in said rules and regulations, Lessee and his guests shall be bound thereby in like manner as through attached hereto and made a part hereof at the time of the execution of the Lease of which these rules and regulations form a part.

25. **CASUALTY:** In the event the leased premises are totally destroyed by fire, wind or other cause beyond the control of Lessee, or are condemned and ordered torn down by the properly constituted authorities of the state, county or city, then in any of these events this Lease shall cease and terminate as of the date of such destruction or condemnation except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall be prorated up to the time of such damage or destruction of said premises, Lessee paying up to the said date and Lessor refunding the rent collected beyond such date. If such destruction is due to Lessee's fault or negligence, the rent shall not abate. A condemnation award shall belong exclusively to Lessor. Should only a part of the leased premises be destroyed or rendered untenable by fire or other casualty not caused by the negligence of Lessee, the rental shall abate in the proportion which the injured part bears to the whole, and such part so injured shall be restored by Lessor as speedily as practicable after which the full rent shall recommence and this lease shall continue according to its terms. Lessee hereby releases Lessor from any and all claims for loss, damage or inconvenience from such fire, casualty or taking.

26. **DELAY IN GIVING POSSESSION:** It is agreed that if Lessor shall be unable to give possession on the date specified for the commencement of the term hereof, Lessee may at any time within **15 days** after such specified date notify Lessor of his election to terminate this Lease. Such notice shall be given in writing to Lessor, signed by Lessee, 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 Lessee shall only be entitled to receive back from Lessor all sums of money paid hereunder. If Lessee fails to give such notice, the obligation of the Lessee 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.

Lessor initials: _____

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Lessee initials: _____

But no failure to give possession on the date of commencement of this term shall extend or be deemed to extend the term of this Lease, nor shall Lessor be subject to any liability for failure to give possession on said date if such failure is beyond the control of Lessor.

27. **MOLD AND MILDEW:** Lessee agrees to maintain moisture control, an appropriate climate (temperature and humidity) and overall cleanliness in the premises so as to prevent mold and mildew. Lessee agrees to keep air ducts free from obstructions and maintain adequate circulation of air. Lessee agrees to remove moisture from all surfaces, including windows, walls, floors and air ducts as soon as it appears. Lessee further agrees to notify Lessor in writing of any water leaks from any source, air conditioning or heating problems, and any windows and doors that are not functioning properly. Lessee understands that moisture control is the key to controlling mold and mildew. Lessee further understands that Lessee is in the best position to control moisture in the premises. Lessee specifically agrees to hold Lessor harmless from any claims or damages that result from noncompliance with the terms of this paragraph, along with paragraphs 9, 12 and 15.

28. **APPLICATION:** The application for this Lease is made a part of this Lease. The application, however, is for informational purposes only and this Lease shall control with regard to the terms and conditions of the tenancy. Lessee represents that the information provided in the application is true and correct. If such information is false, Lessor, at its option, may terminate this Lease. Lessee agrees to notify Lessor promptly in writing of any change in the information provided in the application with respect to the name and address of Lessee's employer.

29. **RESERVATION OF RIGHTS:** Notwithstanding any provision of this Lease to the contrary, Lessor reserves all rights and remedies contained in the Mississippi statutes that apply to Landlord-Tenant agreements.

30. **SWIMMING POOL REGULATIONS:** The swimming pool and other recreation spaces shall be used only in compliance with the rules and regulations for the protection and convenience of the residents of the apartment community. A copy of the rules and regulations are available upon request at the office of Lessor and are displayed at various locations within the apartment community. Removal or misuse of any swimming pool safety equipment shall be an act of default under this Lease contract. **USE OF THE SWIMMING POOL AND OTHER FACILITIES SHALL BE SOLELY AT THE RISK OF THE PERSON USING THEM. LESSEE UNDERSTANDS THAT THERE IS GENERALLY NO LIFEGUARD OR OTHER SAFETY PERSONNEL ON DUTY AT THE SWIMMING POOL AND ACKNOWLEDGES THIS FACT AS A CONDITION OF USE OF THE POOL.** Lessee also understands that children under 12 years of age must be accompanied by an adult at the pool in order to ensure their safety. In the event Lessee allows children or guests to utilize the pool without adult supervision, Lessee agrees to indemnify and defend Lessor and its employees from any and all liabilities resulting from the use of the pool.

31. **SUBLETTING:** Lessee shall not sublet the premises or assign this Lease, or any part thereof, without the prior written consent of Lessor.

32. **SUBORDINATION:** Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Apartment Complex as a whole, and to any renewals, extensions, or modifications thereof. Lessee agrees that any such mortgagee or other lien holder shall have the right at any time in its sole discretion to subordinate such mortgage, deed of trust or other lien to any provision of this lease or to any other mortgage, deed of trust or other lien. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Apartment Complex as a whole. Lessee agrees to attorn to any holder of such mortgage.

33. **ARBITRATION:** Any claims, demands, disputes, controversies, and differences of any kind that may arise between the parties to this lease agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Matters subject to binding arbitration include, but are not limited to, the breach of this lease agreement, the validity of this arbitration provision, all claims for personal injury, and all claims for property damage. It is agreed that no award for punitive damages may be made in any arbitration proceeding regardless of the applicable rules. The award of the arbitrator or arbitration panel will be final, binding and enforceable in any court of law having jurisdiction over the matter. Any demand for arbitration shall be in writing and shall be made within a reasonable time after the claim, dispute, or other matter has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.

34. **ENTIRE AGREEMENT:** This instrument contains all the agreements and conditions made between the parties hereto and no representation or statements claimed to have been made, not contained in the Lease, shall vary or modify this agreement in any way. The terms and conditions herein set out cannot be changed or modified except with a written instrument signed by all parties hereto.

35. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Lease is, for any reason, held invalid or unlawful by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Lease. Where this lease is executed by more than one person as Lessee, all such persons shall be jointly and severally liable for payment of the agreed rental ad for the performance of all covenants to be kept by Lessee hereunder. It is understood and agreed that all of the terms, covenants, agreements, and conditions in this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This lease shall be governed by the laws of the state of Mississippi. Gender and number shall be changed as the context requires. Each party acknowledges that he has read and understands this lease agreement, and agrees to the terms and covenants herein contained. Each party acknowledges receipt of a duplicate original of this lease.

SPECIAL PROVISIONS:

Lessor pays water, gas, and electric.

Witness our signatures on the day and year first above written.

LESSEE _____

LESSEE _____

CO-SIGNER _____

CO-SIGNER _____

LESSOR _____

BY _____