Housing Rental Agreement

This Housing Rental Agreement (this "Agreement") is made Month, Day, 202x, by and between Curtis & Christina Castleberry located at 203 James Drive, Heath, TX, 75032 ("Landlord") and FirstName LastName at 9999 Address Rd., City, State Zip ("Tenant"). Tenant and named Guarantor(s) (Paragraph 5) are severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement.

1. **Premises.** The premises rented is a house with 3 bedroom(s) and 3 bathroom(s) located at 2012 S. Florida Way, Fayetteville, Arkansas, 72701 (the "Premises"). The property is fully furnished.

2. **Agreement to Rent.** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, the Premises according to the terms and conditions in this Agreement.

3. **Term.** This rental agreement will be for a term of 12 months beginning June 1, 2020 ending May 31, 2020 (the "Term").

4. **Rent.** Tenant will pay Landlord a monthly rent of **$695.00 USD**. Daily rent for partial months (if agreed and specified in the 'Term' above) is prorated at $25.00 USD daily. Rent is payable in advance and due on the 1st of each month during the Term. The rent will be paid to the Landlord at the Landlord's address stated above (or at another address as directed by Landlord) by mail or in person and accepted via personal check, cashier's check, money order, cash, credit card, PayPal, as one of the methods of payment. The first Rent payment and Security Deposit are payable to Landlord when Tenant signs this Agreement. If Tenant does not pay rent within five (5) days after the due date, Tenant will pay a $10 daily late charge.

5. **Guarantor(s).** Renter's Guarantor Name located at Guarantor's Address, City, State Zip ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated.

6. **Use of Premises.** The Premises will be occupied only by Tenant, and tenants or occupants expressly approved by the Landlord, and for residential purposes only. Guests are not permitted for more than 7 days without Tenant notifying the Landlord, or Landlord notifying Tenant.

7. **Security Deposit.** At the same time Tenant signs this Agreement, Tenant will pay a security deposit in the amount of one (1) month's rent to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit in payment of any amount owed by Tenant and for any damages and costs incurred by Landlord due to Tenant's failure to comply. Landlord will provide to Tenant written notice of use of any or all of the security deposit. Tenant will, within ten (10) days following receipt of such written notice, pay to Landlord the amount equal to that used by Landlord in order to restore the security deposit to its full amount. Within thirty (30) days after the termination of

this Agreement, Landlord will return the security deposit (minus any amount not applied by Landlord in accordance with this section) to Tenant. The security deposit will not bear interest while held by Landlord.

8. **Utilities & Security Cameras.** Landlord is responsible for payment and will provide Tenant the following utilities for the Premises: electric, water, trash pick-up, sewage and Internet service. The property has two outdoor motion-sensor security cameras at the front and back of the property. The cameras are provided for additional safety and security of the property and Tenants.

9. **Condition of the Premises.** Tenant has examined the Premises, including the appliances, fixtures and other furnishings, acknowledges that they are in good repair and condition and accepts them in its current condition.

10. **Maintenance and Repairs.** Tenant will keep the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

11. **Military Clause.** 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, retire or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this rental agreement 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 they occupy the dwelling past the first day of the month. The Security Deposit will be promptly returned to the Tenant, provided there are no damages to the Premises.

12. **Reasonable Accommodations.** Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making the Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, the Landlord has the right to have an experienced healthcare provider verify the disability, if the disability is not readily apparent; and the landlord has the right to use the qualified person verifying the disability as a resource for providing the reasonable accommodation.

13. **Compliance.** Tenant agrees to promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, including fire insurance underwriters if applicable. Alterations to the exterior of the Premises or alterations of a structural nature, however, are not required by the Tenant.

14. **Mechanics' Lien.** Tenant understands and agrees that Tenant and anyone acting on their behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens are invalid. Tenant further agrees to take the additional

steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for the Tenant.

15. **Subordination.** With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by the Landlord.

16. **Alterations.** Tenant will not make any alteration, addition or improvement to the Premises, including nails in walls or doors and changes to paint. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises unless Landlord requests or permits removal in which Tenant will then return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises.

17. **Smoking.** Smoking of any kind is prohibited on any portion and/or all of the Premises. This prohibition applies to all Tenants, occupants and Tenant's visitors and guests.

18. **Pets.** Tenant is not allowed to keep any pets or animals of any kind on any portion and/or all of the Premises. This does not apply to properly trained service animals that provide assistance to individuals with disabilities, without prior disclosure to and approval from Landlord.

19. **Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises become uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

20. **Liability and Renter's Insurance.** Landlord is not responsible and liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises unless resulting from the negligence or willful misconduct of Landlord. Tenant will not do or permit any act or thing that will increase the Landlord's insurance risk under any policy of insurance covering the Premises. If the Landlord's premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement. Tenant is required to provide proof of renter's insurance for the term of this agreement. (See the Last Page of this agreement).

21. **Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sub-rental or other transfer of any portion or all of the Premises.

22. **Right of Entry.** Landlord or its agents may enter the Premises at any time to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to any prospective tenant, buyer or lender.

23. **Subordination.** This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, and/or any other similar instrument of encumbrance covering any or all of the Premises and each renewal, modification, consolidation, replacement or extension thereof.

24. **Condemnation.**

a. Effect of Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date the possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be apportioned and paid to such date.

b. Right to Award. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which he/she/they may have to any such award and agrees to not make any claim for the unexpired Term of this Agreement.

25. **Hazardous Materials.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company."

26. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be either delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Landlord or Tenant at the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

27. **Default and Remedies.**

a. **Default**. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant via certified or registered mail. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs including costs to remedy any defaults, and damages under this Agreement.

b. **Other Remedies.** If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding.

28. **Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises were on the delivery date except for damage by fire, casualty or condemnation and ordinary wear and tear.

29. **No Waiver.** Neither Landlord nor Tenant shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

30. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

31. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Landlord, its successors and assigns, and upon Tenant and its permitted successors and assigns.

32. **Entire Agreement.** This Agreement constitutes the entire agreement between Landlord and Tenant and supersedes all prior understandings of Landlord and Tenant, including any prior representation, statement, condition, or warranty.

33. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of Arkansas (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

34. **Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Landlord and Tenant.

SIGNATURES:

_____

Tenant **Date**

_____

Guarantor **Date**

_____

Guarantor **Date**

_____

Landlord **Date**

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Rental Inspection Checklist

Complete this inventory checklist as soon as you sign the rental agreement. Do not move anything into the Premises until after you have filled out this checklist. Take time-stamped pictures of any damages, dents, marks, or problems you find. Ask your Landlord to sign the checklist and/or send them a copy. You should keep the original for your records.

Living Room	**Condition on Arrival**	**Condition on Departure**
Walls and Ceiling		
Floor Covering		
Windows		
Doors		
Light Fixtures		
Lamp(s)		
Furniture		
Baseboards & Moldings		
Kitchen	**Condition on Arrival**	**Condition on Departure**
Oven, Range, Hood, Broiler, Burners		
Floor Covering		
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink, Disposal, Faucet		
Microwave Oven		
Refrigerator		
Dishwasher		
Bathroom	**Condition on Arrival**	**Condition on Departure**
Walls and Ceiling		
Floor Covering		
Windows		
Doors		

Bathroom	**Condition on Arrival**	**Condition on Departure**
Light Fixtures		
Cabinets/Drawers		
Counter Surfaces		
Sink and Faucet		
Toilet/Tissue Holder		
Shower and Tub		
Towel Racks		
Mirror		
Water (heat and pressure)		
Bedroom	**Condition on Arrival**	**Condition on Departure**
Walls and Ceiling		
Floor Covering		
Windows		
Doors		
Light Fixtures		
Closets		
Baseboards & Moldings		
Furniture		
Living / Common Areas	**Condition on Arrival**	**Condition on Departure**
Walls and Ceiling		
Floor Covering		
Windows		
Doors		
Light Fixtures		
Closets		
Baseboards & Moldings		
Furniture, Dining, Sofa		
Doorbell		
Mailbox		
Yard, Porch		
External Doors and Locks		
Outside Lights		

Renter's Insurance:

Ins. Company: _____ **Agent:** _____

Policy #: _____ **Phone:** _____

_____

Tenant **Date**

_____

Landlord **Date**