

Apartment Lease Contract (Arkansas)

Date 4-23-2018
(When form is filled out)

1. **PARTIES.** This lease is between Ginger Russell (Resident) and CPM, Inc. (Owner) on 5041 N. US HWY 61 - MW 32 Blytheville, Arkansas as a private residence only. The term "Resident" in this lease refers to all Residents listed above, unless otherwise stated. The term "Owner" will include Owner's authorized representatives.

OCCUPANTS. The apartment will be occupied by Resident and: (list all other adults and minors)
Ginger Russell

No other occupants are permitted, other than occasional guests. A guest will be considered an unauthorized occupant, rather than an occasional guest, if (a) the guest has been evicted by Owner or asked to leave the premises due to a violation of Owner's Rules and Regulations or (b) the guest is on the premises for any five (5) days or any eight (8) nonconsecutive days in any calendar month unless Resident has received prior written approval from Owner's representative.

NO SUBLETTING. Subletting, assignment, replacements, or change of Residents or occupants will be allowed only upon Owner's prior written consent. In such event, Resident remains fully liable hereunder but shall receive credit for all rentals paid by succeeding Residents.

2. **LEASE TERM.** The initial term of the lease shall commence on April 23, 2018 and end the 30 day of April 2019

3. **SECURITY DEPOSIT.** Resident agrees that the security deposit(s) will be the total sum of 100.00 payable on or before signing of this lease. Refunds shall be made in accordance with this lease. Resident may not apply any portion of the security deposit(s) to rent and is prohibited by statute from applying security deposit(s) to rent. The full monthly rent shall be paid on or before the due date of each month, including the last month of occupancy.

4. **RENT.** Resident will pay 4,800.00 rental for the lease term, payable in 12 installments of 400.00 plus any prorated rental shown below, in advance and without demand at the CPM, Inc. office with the first installment due on the 29th April, 2018, and 12 additional installments of the same amount due on the first (1st) day of each month thereafter until paid in full. Rent unpaid after the due date is delinquent and will authorize all remedies in this lease, particularly paragraph 16. If all rent is not paid on or before the fifth day of the month (the late charge date), Resident agrees to pay a late charge of ten percent (10%) on the sixth. Resident agrees to pay a \$35.00 charge for each returned check, plus daily late charges from the late charge date until acceptable payment is received by Owner. Pet charges for violating the pet restrictions contained in paragraph 14 of this lease shall be \$50.00 per day. Resident's right to possession and all of Owner's obligations are expressly contingent on prompt payment of rent, and use of the premises by Resident is obtained only on the condition that rent is paid on time. PAYMENT OF RENT SHALL BE AN INDEPENDENT COVENANT, and all monies received by Owner shall be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks. At Owner's option, Owner may at any time require that all rent and other sums be paid in either certified check, cashier's check, money order, or one monthly check rather than multiple checks. Cash will not be accepted. The above rental figure is for an unfurnished apartment. Prorated rental from commencement date to the first of next month is 0.

5. **SPECIAL PROVISIONS.** The following special provisions and any addendum shall control any conflicting provisions of this printed lease form: Ms. Ginger will pay \$100.00 per week starting April 27, 2018 and continuing weekly pay @ 100.00 per week until the end of lease contract on April 30, 2019
Electric included

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6. MOVE-OUT NOTICE AND EARLY MOVE-OUT. At least 30 day's written notice of intent to move out must be given to Owner's representative. Verbal move-out notice is not sufficient under any circumstances. Owner's form for written move-out notice should be used. If Owner's move-out form is not used, Resident shall be responsible for obtaining written acknowledgment from Owner's representative that move-out notice has been received. Resident's written move-out notice must terminate the lease on the last day of the month following the next rental due date after the notice. If no 30-day written move-out notice is given to Owner's representative, Resident will forfeit the security deposit and if Resident moves out without rent being paid in full for the entire lease term or renewal or extension period, Resident will be liable under paragraph 16 for a cost-of-reletting charge equal to one month's rent plus continued liability for future rentals and other damages or charges to which Owner is entitled.

In no event may Resident's written move-out notice terminate the lease sooner than the end of the lease term or renewal or extension period.

7. HOLD-OVER AND AUTOMATIC RENEWAL. Resident agrees to give Owner thirty (30) days' written notice prior to the termination of the initial lease term stating that Resident does not desire to renew this lease. In the event that a timely notice is not given by Resident within the period prescribed or, after having given notice, Resident shall remain or continue to be in possession of the leased premises or any part thereof after the end of the lease term or any extension thereof, Owner may at its option: (a) treat such holding over as a renewal of the lease for a term equivalent to the immediately preceding lease term at a rental equal to the prevailing rental charges of the Owner for substantially the same type of apartment, subject to each of the covenants and conditions of this lease which shall continue in full force and effect; or (b) refuse to renew the lease, in which event Owner shall give Resident three (3) days' notice to vacate the premises. Owner may proceed to let the premises to another resident and charge Resident for any damages resulting from Resident's failure to deliver possession on the date of termination, in addition to any other rights accruing to Owner hereunder.

Resident shall be liable to pay rents for the holdover period and to indemnify Owner and prospective residents for damages (including lost rentals, lodging expenses, and attorney fees). Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.

8. UTILITIES AND SERVICES. Resident will be responsible for scheduling the hookup and paying of deposits to the electric, water, telephone and TV cable companies. Resident will at all times keep electric, water (and gas, if applicable) service to Resident's apartment. If such service is discontinued for any reason, Owner may reinstate such service and charge the cost of such reinstatement and utility service to Resident. Owner shall in no way be liable or responsible for any loss, damage, or expense that Resident may sustain by reason of any change, failure, interference, disruption or defect in the supply or character of such utility service.

9. RULES AND REGULATIONS. Resident, Resident's guests, and occupants shall comply with all written rules and regulations, which shall be considered part of this lease. Owner may make reasonable rule changes, effective immediately, if in writing, applicable to, and distributed to all Residents. Resident agrees that the conduct of Resident and Resident's guests and occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or conveniences of other persons in the apartment community. Resident shall be liable to Owner for damages caused by Resident or Resident's guests or occupants. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress. The apartment shall be kept clean and sanitary by Resident. Garbage shall be disposed of at least weekly, only in appropriate receptacles. Resident and Resident's guests and occupants shall not permit trash, litter or garbage of any type to be left on the property. Owner will spray units routinely for pests, but resident is responsible for

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any additional pest control they require. Any laundry room or other improvement is to be used wholly at the risk of the person using them. Owner may regulate the manner, time, and place of all parking.

Owner may regulate, limit or prohibit from the apartment community, the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, grills, patio furniture, furniture movers, deliverymen, solicitors, and guests who in the Owner's reasonable judgment have been disturbing the peace, disturbing other Residents, or violating this lease or apartment rules and regulations. All vehicles parked on the premises must be operable and have valid current license plates. "Operable" means the vehicle must have inflated tires, have all major components intact including windows and windshields, and be reasonably clean. Any violation of the forgoing will subject the vehicle to being towed at the expense of the vehicle owner or operator. Flashlights (and not candles or kerosene lamps) shall be used if electricity is interrupted or terminated. No business or childcare services may be operated in or from the apartment. Upon payment of a reasonable charge, Resident may require Owner to change (or re-key) a door lock. A Resident who moves out prior to the end of the end of the lease term or renewal or extension period is no longer entitled to occupancy or keys. Keys may not be duplicated without Owner's written consent. All written rules may be enforced through Owner's representatives or agents, and Resident shall hold same harmless from reasonable enforcement.

10. CONDITION OF THE PREMISES ON MOVING IN AND OUT. Resident accepts the apartment, fixtures, and any furnishings as is, except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. Within 48 hours after move-in, Resident shall note any defects or damages and return such in writing to Owner's representative; otherwise, everything will be deemed to be in clean and good condition. Resident accepts the premises subject to and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. Resident shall use reasonable diligence in care of the apartment. Resident may not make any alterations or improvements to Owner's property without Owner's prior written consent. No holes or stickers shall be put anywhere inside or outside the apartment, except a reasonable number of small nail holes for picture hanging will be permitted in sheetrock walls and in grooves of wood paneled walls. Alternative picture hanging methods (in lieu of small nails) may be required by Owner's rules and regulations. No antenna or satellite receiver installation, additional phone or cable TV outlets, or lock changes (including re-keying or additions of locks) will be permitted except by Owner's prior written consent. Resident will not remove Owner's fixtures or furniture from the apartment for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartment fixtures and any lamps furnished by Owner; thereafter, light bulbs will be replaced at Resident's expense. When moving out, Resident agrees to surrender the apartment in good, clean condition, as determined by Owner.

11. LIABILITY. Owner will not be liable to Resident or Resident's guests or occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Owner will not be liable to Resident or Resident's guests or occupants for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences unless such injury, loss, or damage is caused by negligence of Owner. Owner strongly recommends Resident secure insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request by Resident. Owner shall have no duty to furnish smoke detectors security guards, or additional locks and latches, except as required by statute. When smoke detectors are furnished, Owner shall test same and initially provide working batteries at lease commencement as required by statute; there-after, Resident shall pay for and replace smoke detector batteries, if any, as needed. Resident agrees to test the smoke alarm monthly and report any malfunctioning alarm to Owner. If Owner's employees are requested to render services not contemplated in this lease. Resident agrees to hold Owner harmless from all liability regarding same.

12. REQUESTS, REPAIRS AND MALFUNCTIONS. If you or any occupant need to send a notice or request- for example, for repairs, installations, service, or security-related matters- it must be signed and in

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writing to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or other equally dire emergency.) Resident will notify Owner of emergencies immediately, by the fastest available means. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunction of air conditioning or other equipment, Resident shall notify Owner's representative as soon as possible on a business day. Owner shall act with reasonable diligence in making repairs; and the lease shall continue and the rent shall not abate during such periods. If damage to the premises from fire or other catastrophe is substantial in the reasonable judgment of Owner, Owner may terminate this lease within a reasonable time by giving written notice to Resident. If the lease is so terminated, rent shall be prorated and the balance refunded along with all deposit (s), less lawful deductions.

13. REIMBURSEMENT. Resident shall promptly reimburse Owner for any loss, property damage, or cost of repairs or service caused in the apartment or community by negligence or improper use by Resident, or Resident's guests or occupants. Owner will not be liable for and Resident shall pay for the following if it occurs during the lease term or renewal or extension period (a) damage to doors, walls, floors, windows, or screens unless due to negligence of Owner, and (b) repair costs and damage from plumbing stoppages in lines exclusively serving Resident's apartment, and (c) damage from windows or doors left open. Owner's failure or delay in demanding damage reimbursement, late-payment charges, returned check charges, pet charges or other sums due by Resident shall not be deemed a waiver, and Owner may require payment of same at any time, including deduction from security deposit. Owner may require advance payment of repairs for which Resident is liable.

14. NO PETS (ANIMALS). No pets (animals including mammals, rodents, reptiles, birds, and insects) are allowed, even temporarily anywhere in the apartment unless we have so authorized in writing. No unauthorized pets, stray animals or wild animals may be fed from the apartment. These prohibitions also apply to non-pet animals used in a trade or profession. Violation of the foregoing by Resident or Resident's guests or occupants, with or without Resident's knowledge or permission, will subject Resident to the charges, damages, and eviction provisions of this lease.

15. CONSENT TO REASONABLE ENTRY. Residents consents, when Resident or Resident's guest or occupant is present, to entry of the apartment at reasonable times for reasonable business purposes, by Owner, Owner's representatives, repair persons, or service persons. If no one is in the apartment, repair persons, Owner or Owner's representatives are hereby given consent to enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this lease) if such entry is for responding to Resident's request; repairs, estimating repair or refurbishing costs; extermination, preventive maintenance; filter changes; inspections; retrieving unreturned tools or appliances; emergency safety or fire inspections, avoiding property damage, preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches'; removing unauthorized window coverings; retrieving property owned or leased by others; showing apartment to prospective Residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective purchasers, or insurance agents. During and in anticipation of sub-freezing temperatures, Owner or Owner's representatives are hereby given consent to enter the apartment and turn on heating units to a setting that will keep water pipes from freezing, and allow water to drip from the faucets to avoid property damage.

16. DEFAULT BY RESIDENT. If Resident fails to pay rent or other amounts owed by Resident under this lease; or if Resident or Resident's guests or occupants violate this lease or Owner's rules and regulations or applicable federal, state, and local laws, including any violation of criminal laws regardless of whether such violation occurs on or off the premises; if Resident gives any false or incorrect answers in a rental application; if Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or

the government; of if Resident abandons the apartment, then Owner's representative may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident three (3) days' written Notice to vacate, and Owner shall be entitled to possession by eviction suit or any other lawful means. Notice may be mailed or personally delivered to Resident or left in a conspicuous place. Termination of possession rights or subsequent reletting by Owner shall not release Resident from liability for future rentals under this lease. After Owner gives notice to vacate or after Owner files eviction suit, Owner may still accept rent or other sums due; and such notice, filing, or acceptance shall not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if three days' prior written notice is personally delivered to Resident, Owner may terminate utilities furnished and paid for by Owner. Owner may report unpaid rental or unpaid damages to local credit agencies for recordation in Resident's credit record. Resident will pay Collection Agency forty per cent (40%) of balance owed Owner plus any required legal fees required to collect balance owed Owner.

FALSE INFORMATION. Resident understands that the information provided to Owner in connection with qualification guidelines for Residents of this apartment community are relied upon by Owner in entering into the lease contract. Should the information provided prove to be false, Resident understands that same shall be considered as a material breach of the lease entitling Owner to evict Resident upon (30) days' written notice.

ACCELERATION. All monthly rentals for the remainder of the lease term or renewal or extension period shall be accelerated automatically without notice or demand (either before or after acceleration) and shall be immediately due and delinquent if, without Owner's written consent: (1) Resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-occupant) of intent to move out prior to the end of the lease term or renewal or extension period, and (2) rentals for the entire lease term and renewal or extension period have not been paid in full. Remaining rents shall likewise be accelerated if Resident is evicted. Such right of acceleration is in lieu of having rental for the entire lease term payable at the beginning of the lease.

COST OF RELETTING. If Resident moves out, Owner shall use reasonable diligence to relet; all subsequent rentals received shall be credited against Resident's liability for future rentals. However, if Resident is evicted or if Resident moves out without Owner's written approval under paragraph 1 and without rent being paid in full for the entire lease term or renewal or extension period, Resident shall remain liable for future rents and shall be charged for costs of reletting regardless of whether reletting attempts are successful. Since time, effort and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartments, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees), it is agreed that costs of reletting shall be the amount stipulated in paragraph 3, such amount being reasonable under the circumstances existing at the time of signing. Such amount shall be due at move-out and shall liquidate Resident's liability for the above cost of reletting; but it shall not liquidate or terminate Resident's liability for past due rentals, future rentals, cleaning, repairing, repairing, lock changes, or other sums due under this lease; and the foregoing shall not waive or diminish Owner's right to recover such other amounts.

17. PURSUANT TO SECTION 18-16-108 OF ARKANSAS CODE. Upon the voluntary or involuntary termination of any lease agreement, all property left in and about the premises by the Resident or any occupant shall be considered abandoned, and may be disposed of by the Owner as the Owner shall see fit without recourse by the Resident or any occupant. All property placed on the premises by the Resident or any occupant is subjected to a lien in favor of the Owner for the payment of all sums agreed to be paid by the Resident. Resident agrees that Owner may consider Resident to have abandoned the premises if 1) the electricity, gas or water in Resident's apartment has been disconnected either at the request of Resident or for nonpayment, and 2)



Owner posts a Notice in or on Resident's apartment and Resident fails to respond to such notice within three (3) days.

18. FORWARDING ADDRESS. A written copy of each Resident's forwarding address shall be left with Owner or Owner's representative and with the U.S. Postal Service.

19. INSPECTION. Owner reserves the right to make an inspection of the apartment every six months or any other time as Owner may reasonably deem necessary.

20. COPIES. Resident acknowledges receipt of a copy of the Lease Contract.

21. CLEANING. The apartment, including furniture, bathrooms, and kitchen appliances, must be cleaned thoroughly. If Resident fails to clean thoroughly, reasonable charges to complete such cleaning shall be deducted. This includes charges for cleaning carpets, window coverings, painting walls, etc., plus any utilities expenses incurred because of such cleaning. It is understood by Resident that Owner has cleaned the apartment in advance to Resident occupying the apartment. It is also understood by Resident that Owner will clean the carpets and, if needed, paint the apartment when Resident moves out. This charge will be deducted from Resident's security deposit.

22. FIXED CLEANING CHARGE. The following minimum charge will be deducted in any event for cleaning which Owner requires to be done commercially or by Owner's employees: \$75.00. This charge does not relieve Resident from the cleaning provisions of paragraph 21 above.

23. OTHER DEDUCTIONS. Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the lease; unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs to the apartment or its contents (beyond reasonable wear); utilities for repairs; trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if Resident requests same or has moved out); trips to open apartment when Resident has lost or forgotten key; key duplicates; unreturned keys; insufficient light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or re-keying unauthorized locks or latches; agreed costs-of-reletting; packing, removing or storing property or stored pursuant to paragraph 17; removing illegally parked vehicles; late payment and returned check charges; attorney's fees, court costs, and Owner's or Owner's representative's time and inconvenience in any valid eviction proceeding against Resident; and other lawful deductions. If keys are not returned or if rent has been accelerated under paragraph 16 or if Resident is evicted, charges may be made of change of door locks and new keys. Security deposits will be first applied to non-rent items, then to unpaid rent.

If for any reason Resident is evicted, fails to complete the lease term or fails to give notice as required under paragraph 3, there will be no refund of Resident's security deposit.

24. RETURN OF DEPOSIT. After lawful deductions have been made, the balance of all security deposits and an itemized accounting of any deductions will be mailed to Resident no later than 30 days after surrender except where otherwise provided by statute. For purposes of determining relinquishment of possession, damages, clean-up charges and other deductions, "surrender" shall occur on the latest of the following dates: (a) when all keys have been turned in, (b) when move-out date has expired and all Residents live elsewhere, or (c) when it reasonably appears that all Residents have permanently moved out.

25. MULTIPLE RESIDENTS OR OCCUPANTS. Each Resident and each Resident's share of the total security deposit is jointly and severally liable for all obligations and sums due under the lease. Violation of the lease by Resident or Resident's guests or occupants shall be considered a violation by all Residents. Notice by Owner's representative to one Resident constitutes notice to all Residents. The balance of all security deposits

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may be refunded in one check jointly payable to all Residents; and such joint refund check and/itemization of deductions may be mailed to one Resident only.

26. RELEASE OF RESIDENT. Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-Residents, bad health, death, voluntary enlistment in the armed services or any other reason, unless otherwise agreed in paragraph 7.

27. SUBORDINATION. This lease shall be subject and subordinate to any mortgage that is now on or affects the leased premises or that any Owner of the premises may hereafter at any time elect to place on such premises, and to all advances already made or that may be hereafter made on account of any such mortgage, to the full extent or the principal sums secured thereby and interest thereon. Furthermore, Resident shall on request hereafter execute any documents that Owner's counsel may deem necessary to accomplish such subordination of Resident's interest in this lease, in default of which Owner is hereby appointed as Resident's attorney in fact to execute such documents in the name of Resident, and this authority is hereby declared to be coupled with an interest and irrevocable.

28. WAIVER. Failure by Owner to exercise any option herein contained upon breach by Resident shall not constitute a waiver of Owner's right to exercise such option upon any further breach.

29. COMPLETE AGREEMENT. It is agreed that neither party hereto is relying upon any oral or written information or representation of the other party and that this Lease Contract constitutes the entire agreement between the parties and shall not be hereafter amended or modified except by written agreement signed by Resident and Owner.

30. SEVERABILITY. In the event any provision of this Lease Contract is declared to be invalid for any reason, it shall not affect the validity of any other provision of this Lease Contract.

31. GOVERNING LAW. This Lease Contract shall be governed by the laws of the state of Arkansas.

32. BINDING AGREEMENT. Resident hereby acknowledges that all terms, conditions, covenants, agreements, and representations herein are binding upon and shall inure to the benefit of the parties hereto, jointly and severally, their respective heirs and assigns.

NO SECURITY DEPOSIT WILL BE REFUNDED UNLESS A 30- DAY WRITTEN NOTICE IS GIVEN BY RESIDENT AND RESIDENT HAS FULFILLED THE TERMS OF THE LEASE.

THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING.

Resident Signature & Social Security No.
(All residents must sign here)

Emma J. Sosa SSN: 431-590711

SSN: _____

SSN: _____

Owner or Owner's Representative

[Signature]