

We hereby, individually, and collectively, acknowledge that we have read and understand the Lease and the attached exhibits referenced below and attached hereto. We further understand that the Property will be cleaned and inhabitable by the commencement date, and that it is being rented "As Is." This means in its current condition and there are no promises of repainting/touchup or cosmetic repairs unless agreed to in writing by Landlord. We acknowledge that Landlord is under no duty other than as stated in the attached Lease. We also understand that we are responsible for the payment of rent and keeping the utilities on during the entire term whether we are occupying the house, in school or otherwise. We also recognize that we have duties and responsibilities under the lease, including, but not limited to minor maintenance, changing air filters on a monthly basis, and to immediately report any damage, whether caused by Acts of God, by us, our guests to the landlord. All maintenance requests are to be made on the online resident portal which can be found on our website, [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com). Please upload any pictures or videos to the portal along with request when available. You are encouraged to review the Lease Agreement with your parent, guarantor, legal guardian or attorney before agreeing to the terms of the Lease Agreement. All TENANTS in the DWELLING UNIT are jointly and severally responsible for all obligations under this LEASE including the collective Security and Damage Deposit, Utility Charges, RENT and Additional RENT applicable to all Tenants.

\_\_\_\_\_ We understand the House is leased **AS IS** in its current condition, subject to existing cosmetic issues, paint, and prior damage.

\_\_\_\_\_ We understand that we are paying lease less than 12 months. However, the payments for the lease term can be spread over 12 months as a convenience. There is no pro-ration of rents if the lease terms does not take up a full month. Also, we understand that we must pay rent by Auto draft which **MUST** be set up prior to move in and remain activated for the duration of the lease or make a lump sum payment for the entire rent. Failure to comply is cause for breach of Lease.

\_\_\_\_\_ We understand that we are responsible for changing and replacing light bulbs, monthly air & water filters, interior pest control, and maintenance issues under \$125.00 i.e. stopped up toilets, sinks, etc.

\_\_\_\_\_ We understand that we are responsible for immediately reporting damage either caused by us, Acts of God, or others, to the online resident portal. Also, we understand that the Landlord is not responsible for any of our personal property or vehicles, including damage by Acts of God, landscaping, vandalism, or negligence.

\_\_\_\_\_ We acknowledge that a minimum of \$375.00 will be held from each Tenant's Security Deposit for cleaning, carpet steaming, general repairs, etc. Any additional damages will also be itemized and deducted pursuant to the Security Deposit Agreement. To get the remainder back we must pay rent through the last month of the Lease, keep all utilities on throughout the entire Lease term and seven (7) days after the Move Out Date, and comply with the Security Deposit agreement and Move Out Instructions.

\_\_\_\_\_ We acknowledge that we have freely chosen our roommates/co-tenants and agree that the Landlord has no responsibility or duty to a Tenant as it relates to issues created between co-Tenants. If a dispute arises between co-Tenants, we agree to resolve it without involvement of Landlord.

\_\_\_\_\_ We acknowledge receipt of the following legal and binding documents and have had the time to review them: 1) Lease; 2) Security Deposit Agreement; 3) Cold Weather Instructions; 4) Pet Addendum (if applicable); 5) Personal Guarantees; 6) Mold Addendum, 7) Lead Based Paint Disclosure Addendum (if applicable) and 8) Rules and Regulations.

\_\_\_\_\_ Failure to finalize ACH form and return the Guaranty are grounds for the Landlord to cancel the Lease, retain the Security Deposit and re-lease the Property to others.

\_\_\_\_\_ If applicable, we acknowledge receipt of the Lead Based Paint Pamphlet, Protect Your Family from Lead in your Home, provided by the Landlord and at [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com)

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Tenant

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**LEASE AGREEMENT**

This indenture of Lease entered into on the day and year hereinafter stated by and between Oxford Rental Properties, LLC as authorized Agent for Lessor/Landlord, and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ collectively Lessees, as Tenants,

WITNESSETH: Landlord hereby leases and rents and Tenant does hereby lease and hire from Landlord \_\_\_\_\_, Lafayette County, Mississippi, (“Property” or “Leased Premises”) for the term to commence on August 9, 2025 – July 18, 2026 and to be occupied as a strictly private dwelling by said Tenant(s).

- 1. Rent.** There are no prorated RENT amounts under this Lease . Total RENT due for this lease term is due in advance in the amount of \$ \_\_\_\_\_ AND 00/100 (\$ \_\_\_\_\_). RENT will be payable in twelve (12) equal installments of \$ \_\_\_\_\_ AND 00/100 (\$ \_\_\_\_\_), which shall be due without demand. Tenant must also pay additional charges as identified in this LEASE when due, including fines, utilities, pet fees, or other fees, charges or expenses identified herein, and hereafter collectively referred to as “Additional RENT”. The first RENT payment is due on August 1, prior to the lease commencement date. All Subsequent payments of RENT must be paid on or before the first day of every calendar month during the TERM. If Tenant does not pay the first month’s RENT on or before August 1, all RENT for the entire TERM will be automatically accelerated and immediately due and payable in full. If Tenant does not pay any subsequent installment of RENT by the 5<sup>th</sup> day of each applicable calendar month, all RENT for the entire remaining balance of the TERM at LANDLORD’s option, may be accelerated and immediately due and payable in full. Tenant/Guarantor shall pay the said RENT by Automatic Draft and said account shall be used for the payment of RENT and any Additional RENT immediately as such RENT and Additional RENT are due to Landlord. Prior to any Tenant receiving keys, all Tenants shall provide Landlord with an ACH Form & voided check from his/her Guarantor in which a scheduled monthly draft shall be made and scheduled OR pay in full by semester. Tenants acknowledge that there are no exceptions to this requirement unless rent is paid in full in advance.

Tenants must pay full RENT and Additional RENT when due and may not deduct funds from rental payments for any, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prior balances, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT. Tenant shall immediately notify Landlord of any insufficient funds or late payments. Tenant shall bear all responsibility for notifying Landlord of non-payment and immediately making a substitute payment including all applicable RENT and other charges, fees, etc.

- 2. Late Fees.** A penalty of fifty and no/100 dollars (\$50.00) will be accessed on any monthly installment not paid in full by 5:00 pm on the 5th day of the month. An additional penalty of ten and no/100 dollars (\$10.00) will be assessed for each day a payment has not been paid in full beginning on the 6th day of the month. Additionally, Landlord shall charge Tenant \$50.00 for items returned by Tenant’s bank or that are marked “insufficient funds” or “account closed”.
- 3. Default/Breach of Conditions.** This Lease is given and accepted upon the express understanding that in the event of a breach of any condition or covenant herein (except preach for nonpayment of rent which may give cause for immediate eviction and notice as prescribed by law), or, if the Landlord’s agents, in good faith, and after at least one (1) written notice of breach of lease terms, deem the tenancy undesirable for whatever reason, the Landlord or said agents or assigns may terminate this lease by giving Tenant a written notice of thirty (30) days of an intention to terminate same, and the term of this lease shall, in that event, run to and expire on the date mentioned in said notice, but nothing herein contained shall be deemed a waiver by the Landlord of any claim for damages or injury to the property prior to date of termination.

If Lessee violates this Lease or defaults in the performance of any covenant or condition hereof, including the Rules and Regulations, Restrictive Covenants, or Declaration of Condominium (if applicable); or if Lessee

abandons or vacates the leased premises during the term of this Lease, or if the Lessee is adjudicated bankrupt, or makes any assignment for the benefit of creditors, all unpaid RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT. Additionally, at Landlord's sole discretion it may enter 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, the 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 the Lessor to collect the rent when due, the Lessor may re-enter the leased premises and repossess the same and expel therefrom the 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.

- 4. Renter's Insurance. Tenant shall secure renters insurance their own individual separate policy with Personal Liability coverage, and Personal Liability Coverage and shall be in an amount no less than \$300,000.00 with Landlord named as an Additional Insured, and not as an "add on" to a parent's homeowners' policy, as Landlord is not responsible for any damages to Tenants property whether from water, fire, theft, vandalism or any other reason. Tenant shall provide evidence of the same prior to receiving keys to the property. If Tenant does not provide evidence of renters insurance in compliance with this provision by July 1st then Tenant acknowledges that Landlord has the right to Force Place Renter's Insurance in said Tenant's name in an amount of \$420.00 per year per Tenant ("Forced Place Renter's Insurance Fee") which shall be deemed Additional Rent and due upon notice of the same to Tenant and drafted with the August RENT payment. The difference between the actual premium and the Forced Place Renter's Insurance Fee shall be due to Landlord as an administration expense. Tenant acknowledges that it may change to another Renter's insurance company upon sixty (60) days notice.**

**Landlord's insurance does not cover the personal property of the Tenant. In cold weather, Tenant agrees to protect the premises from the effects of sub-freezing temperatures by maintaining sufficient heat inside the premises and by allowing water to run through the water lines serving the premises pursuant to Landlord's instructions, a copy of which instructions is attached hereto and made a part hereof by reference. Failure to strictly comply with said cold weather instructions will render Tenant(s) liable for all plumbing repairs (materials and labor) and for all other repairs to Tenant's /leased premises and/or any other properties which result directly from Tenant's failure to so comply. Any expense incurred by Landlord to repair damage or to make plumbing repairs or electrical repairs, the need for which results directly from acts of the Tenant(s) or Tenant's guests, shall be promptly reimbursed by the Tenant(s).**

Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, trespassing, vandalism, theft, other casualty, act of God, or any other causes. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

- 5. AS IS- Care of Premises. The premises are leased "AS IS". Landlord has no obligation to make cosmetic, paint, window screens, floor or tile repairs or other repairs before or during the Term, unless determined in the Landlord's sole discretion. Tenant hereby acknowledges that the Dwelling Unit is being delivered in "As Is" condition, not subject to Tenant's "punch list" or other demands, changes or alterations, and Tenant's acceptance of the Dwelling Unit at the beginning of the Term constitutes Tenant's acknowledgment that the Dwelling Unit, its fixtures and appliances are in good repair and reasonable condition, except as otherwise specifically noted on the Property Condition Checklist (provided with key on Move In day), which is to be completed by Tenant within 48 hours of receipt of key. Tenant acknowledges that there is no damage if the Property Condition Checklist is not returned within 48 hours of receipt of key. Tenant acknowledges that the condition of the Dwelling Unit will not be the same as the condition of any model unit Tenant may have previously toured. If Tenant fails to complete the**

Move-In /Move-Out Condition Form and return it to Owner or specifically dissent in writing to any damage or defect when designated, then Tenant waives the right to dispute any assessment of damages to the Dwelling Unit upon Tenant's surrendering possession of the Dwelling Unit at the termination of the Lease. Any personal property remaining in or around the Dwelling Unit at the end of the Lease Term shall be deemed abandoned by Tenant and may be disposed of by Landlord by removing the same to a garbage facility or placed on the right of way of a public street for garbage collection. Tenant agrees to keep and maintain the Dwelling Unit in a good, clean, and sanitary condition, excepting reasonable wear and tear. This includes changing the air filters every month. In the event Tenant fails to comply with Tenant's obligation under this Lease to keep the Dwelling Unit in a good and clean condition, Landlord may charge Tenant any reasonable cleaning costs and take temporary possession of the Dwelling Unit to have it professionally cleaned and immediately charged as Additional RENT.

- 6. Safety/Security.** Tenant acknowledges that Landlord neither warrants nor guarantees the safety or security of Tenant or Tenant's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. Each Tenant and their guest(s) or invitee(s) are responsible for protecting his or her own person and property. Landlord is not liable to Tenant, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Landlord will in any way increase Tenant's personal security or the safety of Tenant's family or guest(s) or Tenant's belongings. Landlord represents and Tenant acknowledges that Landlord is not equipped or trained to provide personal security services to Tenant, Roommates, or their respective guests. Tenant acknowledges that Tenant and local law enforcement agencies are responsible for Tenant's security and the security of all guests.

Tenant acknowledges that Landlord has not made any representation, either oral or written, concerning the safety of the Premises or the area in which the Dwelling Unit is located or the effectiveness or operability of any security devices or measures on the Premises, if any. Tenant is encouraged to contact the local law enforcement agency in the event that they have security concerns and contact 911 in the event of an emergency prior to contacting the Landlord.

- 7. Reporting of Damage/Maintenance.** Tenant shall promptly report all repairs, installations, or service matters which need to be made to the Dwelling Unit on the tenant portal at [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com) (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress, which shall be made directly to the Oxford Police and/or Fire Department). Neither written notes, Tenant's oral requests, nor text messages to an agent of the Landlord constitute a written request or notice to the Landlord. Landlord's complying with any oral request or text message does not waive the strict requirement for written notices under this Lease. Tenant must immediately notify Landlord in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Should any of the Tenants in the building be diagnosed with the flu, COVID-19, or any other similar communicable disease then one of the Tenants shall immediately notify the Landlord that a tenant, without being specific has been diagnosed or is under CDC quarantine orders so that Landlord may protect itself, employees and contractors during that time. Tenant acknowledges that no specific names or other disclosures will be made, but that repairs and maintenance may be delayed in Good Faith during that time period for the health and safety of all parties.

Tenant shall be liable for and shall pay all costs and expense for damages and repairs to the Dwelling Unit or Premises by Tenant or Tenant's guests (including, but not limited to, the cost of replacing or repairing all broken or damaged appliances or fixtures; any costs related to defacement or damage to walls, ceilings, carpets, floors, screen porches, cabinets, tiles, countertops, carpets and doors; and reasonable charges for Landlord's overhead, administrative cost, and expense incurred as a result of said replacement or repairs) caused by Tenant or Tenant's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute

Additional RENT and shall be immediately due upon demand. Tenant shall immediately report to Landlord all acts of vandalism or damage to the Dwelling Unit or Premises. Landlord agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. **Any emergency repair request that is called in between the hours of 5:00 P.M. and 8:30 A.M. on weekdays, or on Saturday or Sunday that is not deemed an emergency shall be billed to the Tenant in an amount not less than \$150.00 per occurrence and charged as Additional RENT if said request is not deemed an emergency. Do not call in a maintenance request for power outages without first checking and flipping ALL circuit breakers. If ALL power is out then call your electrical provider first to find out if there is an outage.**

The Dwelling Unit is leased upon the further conditions that the Tenant shall take good care of the Dwelling Unit and fixtures and furnishings and suffer no waste or injury and shall repair and make good any damage done to the Dwelling Unit from neglect, carelessness or injury and at the end of the Lease Term, Tenant shall deliver up the Dwelling Unit in good order and condition as the same now are or shall be put in by the Landlord, replacing with the same kind and quality any materials or furnishings on the Dwelling Unit that may become broken or damaged, ordinary wear and tear excepted.

**8. Use of Premises.** Landlord is not responsible for any damage done by others to Tenant's person or property in or around the Dwelling Unit or Premises. Tenant agrees to abide by all federal, State and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Landlord's Rules and Regulations or Condominium Declarations now in force and effect or which may be hereafter enacted. Tenant agrees that Tenant or Tenant's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety, or convenience of others (including Owner's agents) in or near the dwelling unit or Premises; (iii) display, discharge, or possess, a gun, knife, or other weapon in a way that may threaten or alarm others or Roommates including but not limited to any pistol, revolver, rifle, shotgun, or other weapon designated or intended to propel a missile of any kind, knives of stated dimensions, razors, throwing stars, nun chucks, and similar objects; (iv) disturb or disrupt the business operations of the property; (v) be involved in or commit criminal activity; (vi) allow in the Dwelling Unit or Premises any illegal manufacture, sale, possession or use of any drugs or substances or drug paraphernalia controlled by the State or Federal authorities in which the Premises is located; (vii) possess or keep any explosives, flammable or any hazardous substances, or any item or thing of a dangerous nature in or on the Dwelling Unit or Premises; (viii) engage in or threaten violence; (ix) possess a weapon that is prohibited by State or Federal law; (x) store anything in closets having gas appliances; (xi) tamper with utilities or telecommunications; (xii) use windows for entry or exit; (xiii) heat the Dwelling Unit with a gas-operated cooking stove or oven or gas space heater; (xiv) injure the Community's or Landlord's reputation by making bad faith allegations against Landlord or its agents to others orally, via publication, email, social media or other similar methods; and (xv) allow the Dwelling Unit or Premises to be used for any unlawful purpose whatsoever. If Tenant is in violation of these conditions, the Landlord may impose fines and the total cost of repairs for any and all damages caused by Tenant or Tenant's guests will be the responsibility of Tenant.

**9. Destruction or Damage to Premises.** If the premises should suffer serious damage or destruction during the term of the lease, Tenant shall seek other accommodations until repairs are made and will not be responsible for rent during that time. If, however, destruction or damage is the result of any negligent act by Tenant or any person on the premises with the Tenant's express or implied consent, then Tenant and any other responsible person shall be jointly and severally liable to Landlord for all damages caused by those negligent acts, including lost RENT related to the Dwelling Unit or Premises, the cost of any repairs, and costs of collection, and any of Landlord's attorney fees.

**10. Assignment and Subletting.** Tenants agree not to assign or sublet the premises without the prior written consent of the Landlord, which may be withheld for any reason in Landlord's sole discretion. If Tenant or Roommates permit another person to live in the Dwelling Unit or provide a key to a person, other than a parent or guardian, not named on the Lease for the Dwelling Unit, then Tenant will be subject to eviction and/or a \$1,000.00 fine

which shall be deemed Additional Rent and immediately due to Landlord upon notice. Tenants remain responsible for RENT for the entire term of the lease, whether or not this Lease has been assigned or sublet. Tenants are not relieved from any of the terms of this Lease if he/she is no longer enrolled at the University of Mississippi, does not get along with, or finds his/her Roommates to be incompatible. In the event, Landlord must, at any time, re-let the leased premises to another Tenant, the vacating Tenant will be subject to a minimum of one month's rent as a transfer fee for the preparation of additional documentation and costs incurred in processing new payments, in addition to any other damages or costs created thereby. Lessor reserves the right to assign this Lease, along with any other interest to another party, including a property management company or a purchaser of the real property.

**11. Right of Inspection and Entry.** Tenant(s) agrees to permit Landlord and Landlord's agents and workmen, at all reasonable times, during daylight, unless otherwise agreeable by Tenants, to enter upon and examine the Dwelling Unit Common Areas and make necessary repairs or show the premises to prospective tenants or purchasers. Landlord has a right to enter and inspect a bedroom, with two (2) hours' notice, or immediately if necessary for repairs or emergencies, or to show the property to prospective tenants or purchasers. Tenant shall notify Landlord when they will not be in the Dwelling Unit for more than five (5) days. This is intended to give opportunity for Landlord to inspect the Dwelling Unit and to make routine repairs without disturbing Tenants. If by October 1st, Tenants have not agreed to a Lease extension and renewal in writing then Landlord or its agents will have access to leased premises within 24 hours of notice to show the property to prospective future Tenants. Landlord will notify Tenants via text message or email of the dates and times it will be showing the Dwelling Unit. Tenants shall use best efforts to have the property presentable in a clean and tidy manner. Additionally, Landlord or its agents may make one or more regularly scheduled visit(s) each month to inspect the air filters and examine the house for damage or needed repairs but is not responsible for identifying damage or needed repairs at that time. Generally, this work is done by Landlord's repairman during the hours of 9:00 a.m. – 5:30 p.m. except in the case of emergencies.

**12. Utilities and Services.** Tenant(s) agrees to pay all charges for electricity, water/sewer, garbage, gas, cable, internet and other utilities used in and on the premises. Tenants are jointly and severally obligated to keep all electricity and gas on for the entire Term of their Lease. Early termination could cause damage to the premises and result in a loss of the entire Security and Damages Deposit. Owner has no responsibility for interruption of cable or internet service and Tenant agrees to handle any such interruption directly with the provider(s) of those services. Tenants will not make any effort to use a utility provider that is not currently providing services at the Premises. Should Landlord pay any utility charges during the term of the Lease, Tenant(s) shall be jointly and severally liable with its Roommates to Landlord for such charges which shall be considered Additional Rent. Any failure to immediately pay such amounts upon demand of Landlord shall be a default under the Lease.

**Disconnection or Disruption of Services:** Landlord reserves the right to terminate the services provided by Landlord to Tenant at any time and to enact rules and regulations governing the use of the services by Tenant. In the event Tenant shall disconnect any of the services provided to Tenant, Tenant shall pay a Reconnection Fee in the amount of \$100.00 per utility provider plus all applicable taxes for any reconnection of services. Such amount shall be Additional Rent and due and payable in full together with any applicable late charges, prior to reconnection of any services. Tenant acknowledges that matters beyond the control of Landlord may limit Landlord's ability to provide the services. Landlord is not responsible for any services being inactive or requiring service or new equipment by the service provider during the Lease term. The Landlord makes no representations and hereby disclaims any and all warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord, where in writing or otherwise, except as otherwise explicitly included in this Lease, or in written documentation signed by the parties hereunder after the date hereof. Landlord does not warrant or guarantee the protection of Tenant's privacy during operation of such services, that such services, will satisfy Tenant's requirements, or that the operation of such services will be uninterrupted or error free. Tenant acknowledges and agrees that neither Landlord nor its affiliates will be responsible to Tenant for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of Lease, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any services or the termination of any services, whether arising from Tenant's use (or inability to use) of the aforementioned services, or otherwise, even if Landlord has been advised of the possibility of such damage. If any services prove defective,

or are discontinued or terminated, Landlord's entire liability and Tenant's exclusive remedy shall be limited to a reimbursement of moneys paid prorated by the day for each day the service proved defective or was discontinued or terminated. Tenant must install a security key for all wireless internet access points for use by itself, guests and invitees and shall alter the security key and guard it if there is a question about unauthorized use. The internet may only be used for legal purposes and to access those systems, software, and data for which the user is authorized. Sharing access to copyrighted data is strictly prohibited. Tenant agrees to indemnify, defend and hold harmless the Landlord, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages (including damage to person or property), expenses, other liabilities and causes of action of every nature whatsoever, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Tenant or Tenant's guests; (ii) violation by Tenant of any and all laws, ordinances, regulations and rules in connection with the offering of the services; (iii) illegal or inappropriate use of the services; or (iv) interruption of heat, air conditioning, electricity, water, sewer, telephone, cable television, internet or any other utility services, or for the malfunction of machinery, appliances or any other necessary or incidental devices, including but not limited to cables, pipes, or wiring, providing the utilities serving the Premises or any part of the Premises.

To the extent allowed by law, Tenant hereby agrees that Landlord may select the utility and service provider for the Dwelling Unit and the Premises.

**13. Subordination.** Tenant's rights under this Lease are all expressly subordinate, junior, and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or buildings of which the Dwelling Unit or Premises are a part. The foregoing subordination shall be self-operative, and no additional documentation shall be needed to effectuate the same.

**14. Security and Damages Deposit.** Tenant(s) further agrees to make a Joint and Several Security and Damage deposit in the amount of \_\_\_\_\_ AND 00/100 (\$ \_\_\_\_\_ .00). The Security and Deposit may not be used as payment of RENT under the Contract. Of the Security and Damages Deposit, \$375.00, per Tenant, will be retained, the Minimum SD Deduction, as hereafter defined.

Upon TERMINATION of this Lease by reason of Tenant's default hereunder or the expiration of the Term, Landlord may deduct, in Landlord's sole and absolute discretion, from the Security and Damages Deposit an amount sufficient to pay: (a) any damages as a result of Tenant's non-payment of any portion of RENT, Additional RENT or non-fulfillment of the Term of this Lease including Tenant's failure to enter into possession or abandonment of the Unit; (b) the Minimum SD Deduction (c) any repair item, regardless of fault, under \$125.00, (d) damages to the Premises for which the Tenant is responsible; (e) any unpaid bills which become due by virtue of Tenant's occupancy, or any utility expense that may be forwarded to Landlord due to Tenant's non-payment; (f) any costs of re-renting the Unit after a default of this Lease by Tenant; (g) any repair work or cleaning contracted for by Tenant with third parties; (h) any court costs incurred by Landlord in connection with terminating the residency, including, but not limited to Landlord's attorney fees; (i) any fines assessed to Landlord by any government entity or the Condominium Association i.e. trash, noise, or nuisance violations; (j) any other damages which Landlord may sustain which may then be a permitted use of the Security and Damages Deposit under the Security and Damages Deposit Agreement, which is an additional Exhibit to the Lease; and (l) any items under the applicable laws of the State of Mississippi. Application of the Security and Damages Deposit to satisfy all or part of Resident's obligations shall not prevent Owner from claiming damages in excess of the Deposit.

Tenant's liability shall **not** be limited to the amount of Security and Damages Deposit. It is also expressly agreed that holes in sheetrock larger than nail holes, scarring of painted finishes, heavy scratches, burns, cracked or broken tiles, broken cabinets, broken doors, broken drawers, stains, or other excessive soiling of carpeting and other floor covering are not normal wear and tear, and will be itemized and charged in addition to the \$375.00 Nonrefundable portion of the Security and Damages Deposit. If Tenant provides Landlord with a forwarding address, Landlord will refund any balance due from the Security and Damage Deposit and provide a statement to Tenant of all deductions from the Security and Damage Deposit within forty-five (45) days after final termination of tenancy (including sublease). If within forty-five (45) days of the expiration of the Lease term, Tenant does not provide, in writing, a forwarding address or if Lessor cannot locate Tenant upon reasonable search and inquiry,

Tenant will be deemed to have immediately and irrevocably forfeited said remaining Security and Damage Deposit to Lessor.

**15. Move Out Procedure.** Landlord has posted the Move Out Procedures and details of the Unit Standards and potential damage costs on its website, all of which may be amended from time to time. Tenants are responsible for reading and following the procedures indicated therein. In addition to those stated on Landlord's website [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com), the following provisions shall at all times be applicable. Landlord or its Agent shall note the condition of the Unit, including all appliances and fixtures therein, and any damage done therein which is deemed by the Landlord to have occurred during Tenant's occupancy and use of the Dwelling Unit and surrounding area. Upon termination of this Lease for any reason, Tenant shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear are expected, including removing all items from the refrigerator and trash from and around the Dwelling Unit. If the carpets are not cleaned satisfactorily by Tenant, at the sole discretion of Landlord, the charge for having the carpets professionally cleaned will be charged to Tenant in addition to any other cleaning charges. Tenant shall pay all utilities and service bills to the Dwelling Unit. Tenant shall return to Landlord all keys, access cards, key fobs, and remote-control devices, if applicable, issued to the Tenant by Landlord. If all keys, card and devices issued to Tenant are not returned to Landlord, Tenant shall pay all cost associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Tenant's failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Deposit, but in no event shall forfeiture be construed as liquidated damages. If no Deposit exists or remains, Tenants shall be charged for all damages, cleaning, repairs, re-keying, and replacement cost as Additional RENT and it shall be paid immediately upon demand or by ACH at the Landlord's option.

**16. Roommates.** Tenant(s) acknowledge that Tenants are solely responsible for getting along with the co-Tenants. Tenant(s) acknowledge that reasonable cooperation and respect will be used with co-Tenants and there will be non-smoking inside or within 10 feet of the Dwelling Unit. Landlord shall not be liable for any personal conflict of Tenant with Roommates, Roommates' guests, licensees or invitees, or with any other residents that reside on the Premises. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between co-Tenants does not constitute grounds for termination of the Lease Agreement by Tenant(s) nor does it require any action by the Landlord. Landlord shall not be liable for any personal injury to Tenant(s) or damage or loss to Tenant's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. No one other than the Tenant and co-Tenants may occupy the Unit. Tenant(s) acknowledges that if a co-Tenant requests, for any reason, that a certain guest not be allowed to occupy or remain in the common areas within the Dwelling Unit then this request is paramount to the right of the Tenant to have a guest or invitee in the Dwelling Unit and Tenant will comply his/her co-Tenants request and advise said persons to immediately vacate the Dwelling Unit.

Tenant(s) acknowledges that Landlord has no responsibility or legal duty to one Tenant based on the activity of another Co-Tenant, including, a Co-Tenant's behaviors, drug or alcohol use or any other allegation or activity that could be alleged as a breach of the warranty of habitability. Landlord does not conduct investigations as to whether a Tenant has been convicted of a drug related or other criminal activity and Co-Tenants shall be encouraged to make any complaint regarding criminal activity directly to the local law enforcement agencies. Landlord will not investigate allegations of drug use in which Landlord or its agent's do not have direct knowledge of the presence of illegal substances, drug use or visible paraphernalia in the Dwelling Unit; however, Landlord will cooperate with investigative authorities to the extent required by law and will document and report all illegal activity on the Premises in which Landlord or its agents have direct knowledge of. Tenant agrees to provide any police report or investigative finding to Landlord upon receipt by Tenant or at Landlord's request. No more than one (1) occupant is allowed per bedroom, absent an agreement, in writing, with the Landlord.



**17. Holdover by Tenant and Termination of Tenancy.** No refund or credit will be given for a part of any month in which Tenant(s) moves or fails to occupy the premises during the term of this Lease, except as provided herein. It is mutually agreed that the rental rate may not be changed during the initial term of this Lease except by mutual agreement of both Landlord and Tenant. The rental rate may be changed by Landlord at the expiration of the initial term by giving notice of such change to Tenant(s) thirty (30) days prior to the expiration of the said lease. At termination of the lease term Tenant(s) shall be responsible for all damages to Landlord and subsequent Tenant(s) due to remaining in the property passed the end of the Lease term. Additionally, a holdover penalty of \$200.00 per day shall be due to Landlord, in addition to any other damages in law or equity, due to Landlord or subsequent Tenant(s) dues to a holdover.

**18. Maintenance and Repair.**

**A. Tenant Responsibilities.** Tenants shall maintain the premises in good working order and in clean condition. **Tenants shall be responsible for minor maintenance i.e. light bulbs, monthly air filters, water filters, regular cleaning, etc. and for any damage resulting from neglect or negligence, including stains on floors, walls, plumbing, etc.** If the Leased Premises is unreasonably dirty or not properly maintained, in Landlord's sole discretion, Landlord may require Tenant(s) to have the entire Leased Premises cleaned at Tenant's expense, by a professional service of Landlord's choosing. **Tenants are responsible for all repairs or house calls below \$125.00 regardless of fault. Tenants are financially responsible for any repairs done by Tenants without Landlord's knowledge and written approval. Landlord shall assist Tenants in arranging for approved contractors to work at the Premises, but under no condition shall Tenants engage a contractor without Landlord's consent.** Tenants shall maintain the cleanliness of the premises and surrounding area.

Tenants shall be responsible for eliminating interior pest and insect infestations, such as rodents, spiders, roaches, ants, fleas, and wasps, from the area in and around premises, except that Landlord shall provide exterior only treatments at Landlord's discretion for termites and pests and insects. If there is an infestation of any pest within ten (10) days of the first occupant to take possession of the Dwelling Unit then Landlord will arrange for an interior treatment at Landlord's cost, any subsequent treatment after the first thirty (30) days can be arranged by the Landlord at a discounted rate, but shall be at Tenant's cost and shall be considered Additional RENT to be charges equally to Tenant and Roommates of the Dwelling Unit. If Landlord incurs costs of treatment as a result of Tenant's actions or inactions, including exposed garbage, liquids, food, dirty plates/dishes, pets or other similar causes, then all Tenants in the Dwelling Unit shall be responsible for the costs of eradication related thereto.

Tenants are responsible for any repairs to property negligently, recklessly, or intentionally caused by Tenant(s), guests, invitees, or others including that damage that may be caused by a break in or burglary.

**B. Landlord Responsibilities.** Landlord is responsible for maintaining the roof and exterior surfaces of the Dwelling Unit, HVAC repairs not caused by Tenant's negligence or recklessness, termite monitoring, exterior pest control, at its discretion, leaf removal (once each in October, November, and December, or as determined by Landlord in its sole discretion) and exterior and yard maintenance including mowing (during the months of April-October or as determined by Landlord in its sole discretion).

Landlord agrees to make all necessary electrical and plumbing repairs, unless caused by Tenant's own negligence, and other repairs as are necessary, in the sole discretion of the Landlord, with reasonable dispatch after the notice of need for said repairs has been called to the attention of Landlord through the Tenant Portal, pursuant to this Lease. Tenant acknowledges that certain repairs require parts that have to be ordered and shipped and may not be available locally. Accordingly, there shall be no deductions in RENT by Tenant unless Landlord fails to make a timely repair to a "specific and material" defect which constitutes a breach of the terms of this Lease or an obligation of Landlord under Miss. Code Section 89-8-23 (Mississippi Landlord Tenant Act). Evidence of Landlord dispatching the appropriate maintenance or professional to investigate and repair an item will be prima facie evidence of Landlord's good faith efforts to comply with any "specific and material defect" or repair which is an obligation of the Landlord.

If Landlord believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may terminate this Lease without liability by giving Tenant five (5) days written notice of its intent to terminate. Landlord may also remove Tenant's personal property if Landlord in its sole judgment, deems it to cause a health or safety hazard to the occupants. If Landlord terminates the Lease under this provision, Landlord will refund any prepaid rent and return the Security Deposit less any deductions allowed under the Lease.

**C. Mold and Mildew.** Tenants agree to take reasonable steps in order to prevent or minimize the growth or accumulation of mildew or mold within the Dwelling Unit. To prevent or minimize the growth or accumulation of mildew or mold the Tenant hereby agrees to the following, which supplement the Mold and Mildew Addendum which is considered a part of this Lease:

- i) Tenants shall install and replace a new HVAC filter in every applicable filter within or outside the Dwelling Unit on a monthly basis. Tenant's failure to change the filter(s) or presence of dirty filter(s) will result in a fine, pursuant the Security and Damage Deposit Addendum. Tenant may request the "filter service" provided by the Landlord on a monthly rotation in the amount of \$10.00 (labor and materials) per filter.
- ii) Tenants shall: (i) remove any visible moisture accumulation in or on the Dwelling Unit, including walls, floors, ceilings, tiles, and bathroom fixtures, (ii) mop up spills and leaks and thoroughly dry affected areas as soon as possible after the occurrence (and notify Landlord of the same of the spill or leak is beyond Tenant's control), (iii) use the exhaust fans in kitchen and bathrooms whenever running water is in use; (iv) keep the climate controlled between 67-74 degrees at all times during the Lease Term, whether occupied or vacant, and (v) Tenant shall clean and dust the Dwelling Unit regularly, and shall keep the kitchens and bath areas clean and dry. Tenant shall first attempt to remove any mildew or mold growth inside the Dwelling Unit that becomes visible in the Dwelling Unit by using an appropriate household cleaning solution such as Lysol, Tilex Mildew Remover, or a combination of water and bleach. If any mildew or mold persists then Tenant shall notify Landlord in writing.
- iii) Tenants shall further notify the Landlord in writing of the presence of any defects or necessary maintenance relating to the Dwelling Unit, including, but not limited to:
  - a. Any water leak, excessive moisture, stains on walls or ceiling, standing water in or around the Dwelling Unit;
  - b. Any malfunction of any part of the plumbing, heating or cooling systems in the Dwelling Unit.
- iv) Tenants shall be liable to Landlord for damages sustained to the Dwelling Unit caused by Tenant's failure to comply with the terms of this section, and Landlord shall not be liable to Tenant's person or property as a result of Tenant's failure to comply.

**20. Lease Renewal.** Landlord has no obligation to renew this Lease to current Tenant(s) but will try to do so to accommodate the parties. However, if Tenant(s) want to renew then they agree to give Landlord written notice of any intent to request to renew by October 1, which request shall be approved in Landlord's sole discretion. Tenant(s) failure to execute a lease renewal by October 1, will result in showing of the Premises to the public consistent with Landlord's rights therein. Landlord requires all houses that are being renewed to be professionally deep cleaned every 12 months. Landlord will provide a list of approved, bonded cleaning companies or tenant may use their own if approved by Landlord prior to August 1st. A list of cleaning duties will be given to the cleaning company and all duties must be completed by said company.

**21. Destruction or Condemnation.** In the event the leased premises are totally destroyed by fire or other cause beyond the control of Landlord, or in the event the premises are condemned or ordered torn down or ordered moved or destroyed through eminent domain by the properly constituted authorities of the State, County, or City, then in any of these events the lease shall terminate as of the date of destruction or condemnation. The rent shall be accounted for between Landlord and Tenant(s) as of said termination date, the Tenant(s) paying up to the date

of destruction or condemnation (“Termination Date”) and Landlord refunding any rents collected for a period subsequent to said Termination Date.

- 22. Abandonment.** All monthly RENT for the rest of the LEASE will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the UNIT or abandons the UNIT. In the event the leased premises are abandoned by Tenant(s) or in the event of default by Tenant(s) on any payment as outlined in this Lease, then in either such event Landlord shall have the right at his option to take possession of the leased premises with five (5) days notice and let the same as agent of Tenant(s) and apply the proceeds from such letting toward the payment of rent owed by Tenant, and such re-entry and re-letting shall not discharge Tenant(s) from liability for rent or from any other obligations as provided for under the terms of this lease. In the event that it is necessary for the Landlord to incur any reasonable legal expenses toward enforcement of any provision of this lease, then Tenant(s) agrees to indemnify Landlord for same.
- 23. Jurisdiction/Attorney’s Fees and Court Costs.** In the event that the Tenant(s) fails to comply with any part of this Lease agreement or any other applicable law statute, or regulation, Tenant(s) shall be liable for any reasonable collection costs accrued by the Landlord. These costs include but are not limited to attorney fees (at a rate of no less than \$300.00 per hour), court costs, advertising and marketing to relet the premises and the Landlord’s time (at a rate of \$250.00 per hour) spent on lease disputes, litigation, or collection of amounts due (including court appearances, drafting pleadings, and so forth). Landlord and Tenant(s) hereby waive their right to a jury trial in any lawsuit involving this Lease. The laws of the state of Mississippi, with exclusive jurisdiction, shall govern this contract and venue consented to be in the Justice Court, if applicable, or otherwise the Circuit Court of Lafayette County, Mississippi. If any provision of this Lease is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract. Each party hereby acknowledges receipt of a fully executed copy of this Lease. This Lease and the Leases of those Co-Tenants (and any addenda hereto) for the to be determined Dwelling Unit may be executed in counterpart signatures. Where this Lease is executed by more than one person as Tenant, each and every Tenant shall be jointly and severally liable for the payment of RENT and for the performance of all covenants provided for herein.
- 24. Indemnification.** Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Dwelling Unit or Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord, its affiliates, officers, directors, employees, members, managers, and agents (the “Indemnified Parties”) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of: (a) any damage or injury to any property or any damage or injury to any person occurring in, on or about the Dwelling Unit or Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of a Tenant, its guests, licensees, invitees, agents, servants, employees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Dwelling Unit or Premises or from transactions of the Tenant concerning the Dwelling Unit Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Dwelling Unit or Premises or its occupancy, including, but not limited to garbage, trash, grass, noise, nuisance, or other violations; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this paragraph shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.
- 25. Liability of Landlord.** If Landlord shall fail to perform any covenant, term or condition of this Lease, and if Tenant shall recover a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of landlord in the Premises as the same may then be encumbered, and neither Landlord nor any of its members, managers, partners or Lessors shall be liable for any deficiency. It is understood that in no event shall Tenant have the right to levy execution against any other property of Landlord other than its interest in the Premises. The right of execution

shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, shareholder, officer, member, manager, Lessor, director, employee, parent or subsidiary company, Landlord affiliate or partner of Landlord shall in any event or at any time be liable for the payment or performance of any obligation required or permitted of Landlord under this Lease or under any document executed in connection herewith. No attachment, execution, writ, or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of Tenant, against Landlord personally or Landlord's assets (other than Landlord's interest in the Premises) as a result of any such failure, breach or default and neither they nor Landlord nor any Landlord affiliate shall be liable for any deficiency.

**26. Parking.** Tenant(s) agrees that parking will be done in designated areas marked for vehicular parking and in an orderly manner to prevent congestion on the street. Tenant(s) acknowledge that Landlord may not have private parking spaces for each Tenant and Tenant(s) may have to park on public streets. Tenant(s) further agrees not to park on the grass or in any areas designated No Parking or for emergency vehicles. Landlord or its agents reserve the right to tow any vehicles improperly parked or parked on the grass in addition to a fine per occurrence. Landlord reserves the right to assign a parking space to a Tenant, which may not be directly next to Tenant's unit. Unassigned tenant parking may also not be directly next to Tenant's unit and is determined by availability.

**27. Pets.** Evidence of pets without a paid in full Pet Fee and a fully executed Pet Addendum shall be grounds for a \$500.00 fine and immediate termination of the Lease. Under no circumstance will more than two (2) pets of any kind be allowed in any Dwelling Unit. Tenant shall pay a monthly Pet Rent in the amount of \$30.00 per pet as Additional RENT. There are no pro-rations of the Pet RENT (for example, if a Pet is approved and allowed on the 27<sup>th</sup> day of the month, then \$30.00 shall be immediately due and then \$30 on the first of each subsequent month paid as Additional RENT when the regularly scheduled RENT is drafted.) The term "pet" refers to mammals, reptiles, birds, or fish. Under no circumstances will a pet be allowed in a Property that has wooden floors. Additionally, no cats or felines are allowed on the premises whether short term or otherwise. Landlord, Landlord's agents, and workmen shall have complete access to the entire premises and shall not be limited by either Pets or Service Animals. Pet(s) shall not weigh more than 50 pounds. Landlord may enforce breed restrictions.

**28. Subject to Covenants & Restrictions.** Tenant understands that the property is part of a master development, \_\_\_\_\_ and is further subject to the Declaration of Condominium and the rules set forth therein. Tenants agree to be bound by said Declaration or Covenants and understand that the rights under this Lease are subject to the rights, responsibilities, covenants, and authority granted in the Declaration or Covenants. Tenant agrees to indemnify Landlord for any damages, fines, or violations of said Declaration as a result of Tenant or their guests during the term of this Lease. Any fines charged to Lessor by the Association during the Term of this Lease shall be the responsibility of the Tenant and Roommates as Additional RENT.

CROSS OUT & INITIAL IF INAPPLICABLE

**29. Alteration of Property.** Tenant shall make no alteration, addition, change or improvement (including painting) to the leased premises without the specific written approval in advance from Landlord. Tenant will not cut, alter or otherwise mar or damage any of the walls, floors, plaster, woodwork or any other part of the premises and shall make no alterations or repairs, without first obtaining written approval of the Landlord. Landlord assumes no responsibility for the costs of Tenant's improvements and all improvements become the property of the Landlord at the end of said tenancy. Any fixture placed on the premises without the Landlord's consent becomes the Landlord's property upon termination of this tenancy.

**30. Option To Sell Property.** Landlord or the Lessor, if different, reserves the right to sell the property during the term of this Lease and assign the Security and Damages Deposit less any RENT, Additional RENT, or damages owed to the Landlord as of the date of conveyance to the Purchaser or its property management company. In the event that the property is sold or becomes under contract of sale by Lessor during the term of this Lease, the Lessor reserves the option to terminate this Lease at the end of the term of this Lease or earlier upon ninety (90) days' notice to the Tenant.

**31. Guarantee.** Tenant must provide Landlord the attached legally binding parental or sponsor's Guarantee of Tenant Obligations ("Guarantee"). The Guarantee must be delivered to Landlord within seven (7) days of Tenant signing this Lease. Landlord may cancel this Lease if Tenant does not provide the Guarantee to Landlord within the timeline prescribed herein. Tenant will not be allowed to take possession of the Leased Premises without a completely executed Lease, first month's RENT, Security Deposit, Autodraft form (and voided check) and an original notarized Guarantee. If Tenant does not have a signed Guarantee form, Tenant is still liable for all RENT.

**32. Collection.** Tenant(s) hereby authorize Landlord to use reasonable and necessary means, including any consumer reporting agency, current and previous employer, current and former landlord, law enforcement agency, any check authorization agency, and state employment security agency, to release all information any of them may have about a Tenant. Tenant hereby releases all of these parties, including but not limited to the Landlord and any agency designated by Landlord, from any liability in connection with release of such information to co-Tenant, their representatives or Guarantors, including information about nonpayment of RENT or any amount due herein. TENANT hereby authorize Landlord to obtain and hereby instructs any consumer reporting agency designated by Landlord to furnish a consumer report under The Fair Credit Reporting Act to Landlord to use such consumer report in attempting to collect any amounts due and owing under this Lease Agreement or the Guarantee or for any other permissible purpose.

**33. Delay in Giving Possession.** It is agreed that Landlord shall not be responsible or liable to pay any damages, or, be held liable, to Tenant(s) if Landlord cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever. If Landlord is unable to give possession of the UNIT to Tenant(s) on the date when the Lease is to commence then:

a) RENT will be abated on a daily basis during the delay. Landlord shall not be liable for any such delay in delivering possession of the UNIT to Tenant(s). Tenant(s) must pay RENT or additional charges for any part of a month that Tenant(s) have possession.

b) Tenant may terminate the LEASE if possession of the UNIT is not given to Tenant(s) within 30 days of the LEASE commencement date. Tenant(s) must give notice of such termination to Landlord in writing before the 6th day after the 30-day period has expired. The Lease will continue if Tenant(s) does not give Landlord written notice that Tenant(s) is terminating the Lease pursuant to this paragraph, and Tenant's right to terminate the Lease shall thereafter be null and void and all duties and obligations of Tenant under the Lease will remain in full force and effect.

**34. Binding Effect.** The Tenant's heirs, legal representatives, and assigns shall be bound by all terms of this Lease to the same extent as the Tenant. Tenant hereby covenants with Landlord and stipulates that Tenant (one and all) is not a minor and that this agreement is negotiated pursuant to procuring necessities. Failure on the part of the Landlord to insist upon the strict performance of any of the provisions of this Lease or the other instruments made a part hereof shall not constitute a waiver and shall not be construed as a relinquishment of Landlord's right thereafter to enforce such provision. This Lease and any document referenced herein, together with the cover page, Application, Security Deposit Agreement; Cold Weather Instructions; Pet Addendum; Personal Guarantee of Tenant Obligations; Mold & Mildew Addendum, and Rules and Regulations, constitute the entire agreement between the parties unless otherwise endorsed in writing by all parties hereto and no representation by any party except as contained herein shall be of any force and effect. The Tenant acknowledges that it has had an opportunity to review this Lease on the Landlord's website prior to signing and has carefully read and understands the contents and obligations of the parties having had an opportunity to seek counsel or ask questions about this Lease and all previously mentioned addenda described herein. The parties further state that this is the entire integrated agreement and there have been no oral agreements or promise of repair or other work contemplated in consideration for the execution of this Lease.

No provision of this Lease should be construed as an attempt by Landlord to avoid liability for negligence. If any provision of this Agreement should prove void or unenforceable by law, the other covenants and Agreements not so affected shall continue in full force and effect. Landlord has hired Agent to act as Property Manager with full written authority to manage Landlord's property. The parties confirm, in connection with this transaction, that

Oxford Rental Properties, LLC is the agent of Lessor/Landlord and not the agent of Lessee and that this relationship was disclosed to Lessee before this Agreement was executed. Any references to payment of RENT, ADDITIONAL RENT or other obligations of Tenant to Agent or in specific situations, in the sole discretion of the Agent then directly to the Landlord. Further, Tenant acknowledges that Agent has full legal authority to bring acts for any default under this Lease, any suit for collections or other legal remedy as allowable under Mississippi law or this Lease. Tenant acknowledges that Landlord may have an interest in Agent or Vice versa.

**35. Lead Based Paint Notice.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. This information has either been provided to you or will be available at lease signing, posted on our website or previously emailed, if applicable.

**36. Force Majeure.** Loss of work or lack of financial ability due to COVID-19 or any other governmental shutdown shall not be considered Force Majeure and shall not relieve the Tenant from paying the Rent required herein.

This Lease and all addenda and documents referenced herein constitutes a binding and legally enforceable contract between Landlord and Tenants.

EXECUTED, THIS THE \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**Landlord:**

**By: Oxford Rental Properties, LLC**  
**Its: Agent**

**By: \_\_\_\_\_**  
**Its: Authorized Representative**

## JOINT AND SEVERAL SECURITY DEPOSIT AGREEMENT

DATE: \_\_\_ day of \_\_\_\_\_, 2024

RECEIVED FROM: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Security and Damage Deposit of \_\_\_\_\_ AND 00/100 (\$ \_\_\_\_\_ .00)  
for a total deposit of \$ \_\_\_\_\_, (of which \$375.00 per Tenant is Non-Refundable as the **Minimum SD Deduction**); PLUS a Non-Refundable Pet FEE of \$500.00 Per Pet (Does not apply to Damages), paid by Cash \_\_\_ or  
Check for the Lease of house located at \_\_\_\_\_ in Oxford, Lafayette County, Mississippi.

THIS IS NOT A RENT RECEIPT AND THE UNDERSIGNED AGREE(S) THAT SAID DEPOSITS, EITHER IN FULL OR IN PART, **MAY NOT BE APPLIED AS RENT BY THE TENANT AND MAY ONLY BE DONE BY THE LANDLORD IN THE LANDLORD'S SOLE AND ABSOLUTE DISCRETION.** THE UNDERSIGNED FURTHER AGREE(S) TO PAY THE FULL MONTHLY RENT FOR THE ABOVE-DESIGNATED PREMISES ON THE FIRST DAY OF EVERY MONTH OF THE TERM OF THE LEASE, INCLUDING THE LAST MONTH. TENANT(S) FURTHER ACKNOWLEDGE, INDIVIDUALLY AND COLLECTIVELY THAT THE SUM TOTAL OF ALL SECURITY DEPOSITS COLLECTED FOR THE TENANT AND TENANT'S ROOMMATES UNDER THE LEASE ARE **JOINT AND SEVERAL** AND MAY BE APPLIED TO SECURE THE PAYMENT OF ANY SUMS DUE HEREUNDER, ADDITIONAL RENT, DAMAGES, LATE FEES, FINES, PENALTIES, AND INDEMNIFICATION OF COSTS INCURRED BY LANDLORD DUE TO TENANTS FAILURE TO FOLLOW THE LEASE OR APPLICABLE LAWS AND ORDINANCES REGARDLESS OF ULTIMATE LIABILITY.

**LANDLORD WILL RETAIN, IN ALL INSTANCES, REGARDLESS OF ACTUAL CLEANLINESS OR DAMAGE, \$375.00 OF THE SECURITY AND DAMAGE DEPOSIT FOR CLEANING, CARPET STEAMING, REPAINTING OF ON (1) WALL PER TENANT, AND LIGHTBULB REPLACEMENT (2 bulbs per Tenant) ("Minimum SD Deduction") TENANTS WILL BE CHARGED FOR ANY EXCESS CLEANING, FINES, LATE FEES, DAMAGE, PAINTING OR OTHER ITEMS PER THE LIST BELOW WHICH IS SUBJECT TO ACTUAL CHARGES INCURRED BY LANDLORD.**

RELEASE AND REFUND OF THE DEPOSIT MONEY HEREBY POSTED WITH THE LANDLORD IS SUBJECT TO THE FOLLOWING:

1. Full term of lease has expired. In the event Tenant(s) vacates the leased premises or turns off utilities prior to the expiration of said lease term, the Landlord may declare the entire deposit forfeited.
2. No damage beyond normal wear and tear has occurred to the premises.
3. The leased premises are left in broom clean and in a rentable condition *i.e.* no personal items or effects, all food removed from refrigerator and all garbage placed on the street. At a minimum and in all instances, Landlord will deduct \$375.00 per Tenant for the **Minimum SD Deduction**. In addition, Landlord will deduct any other damages, any unreimbursed maintenance charges, late fees, Additional Rent or other fees as outlined in the lease from every Security Deposit at the end of the term. A copy of the Move Out Procedures, Unit Standards, as well as standard damage charges can be found on the website at [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com).
4. No stickers, glue-on picture hangers, large scratches or holes or other blemishes are in or on the walls (allowance for small nail holes only). Damage caused by wall mounted TV systems or shelving that is installed must be replaced and repaired to original condition. The window screens and screen porches are free from tears, holes, or other damage.
5. No noticeable indentation or tears in resilient flooring and no broken tiles or countertops in the Unit.
6. The floors must be without stains, scratches, odor from pets or other soils, and in general, undamaged. Wood flooring must be covered by carpet or rugs by at least 70% and must not be scratched, gouged, stained, or otherwise damaged.

7. The plumbing in and on the leased premises must not have been damaged from failure of the Tenant(s) to comply with the terms of the Cold Weather Instructions and further must not have been clogged or stopped up from the following having been put into the sewer/drain system: feminine hygiene products, paper products or any kind (excepting toilet paper), grease or cooking oils, pieces of plastic or metal, or any other item, not named, which caused the sewer/drain line(s) to become clogged.
8. No delinquent rent, fines, utility charges, Additional Rent, unpaid late fees or other unpaid charges are outstanding.
9. All keys to said leased premises have been tendered to the Landlord on the date the Tenant(s) vacates said Unit or on the date of expiration of the Lease term, whichever comes first. In the event the Tenant(s) change the door lock(s) without the written permission of the Landlord or fail at Move Out to turn in the original keys provided by Landlord at Move In, then Tenant(s) agrees to pay Landlord penalty of \$50.00 per door plus actual cost of replacement or rekeying.
10. The oven and the stove must be cleaned. After the refrigerator has been cleaned and ALL food removed, the refrigerator breaker switch should be turned to the off position and the refrigerator door left open so as not to cause mildew. Please be advised that leaving certain food in a refrigerator without power on could cause a total loss and replacement of the refrigerator.
11. Tenants must change their air filters monthly. If Landlord discovers air filters over 45 days old then tenants will be subject to a \$50.00 fine for the first occurrence, and \$100 for each subsequent occurrence. Failure to change air filters could further result in long term damage to HVAC system or growth of mildew and mold. Any HVAC repairs deemed by the HVAC technician to be caused by dirty filters or negligence by the Tenant(s) shall be the financial responsibility of the Tenant(s).
12. NO SMOKING inside or within ten (10) feet of the Dwelling Unit under any circumstances. If there is staining on the paint or strong smells then Tenants shall be responsible for treatment and repainting. Any evidence of any sort of smoking inside the Unit, whether Tabacco, marijuana or vaping or any other smoke or vapor shall be deemed a violation of this Lease and cause for immediate acceleration of RENT and any damages, including Ozone treatment, KILZ and repainting shall be invoiced to the Tenants and due upon receipt. Tenants will be responsible for picking up all cigarette butts within ten (10) feet of the exterior of their Unit.
13. Payment of any Nonrefundable fees or deposits including, but not limited to any Pet Fees, Cleaning Fees, and the \$375.00 per Tenant for the Minimum SD Deduction.

**IN THE EVENT THE UNDERSIGNED DOES NOT ACCEPT OR DOES NOT TAKE OCCUPANCY OF THE ASSIGNED DWELLING UNIT THEN TENANT SHALL NOT BE RELIEVED OF THE FINANCIAL OBLIGATIONS REQUIRED HEREIN AND LANDLORD RESERVES ANY RIGHTS AND REMEDIES AVAILABLE IN LAW OR EQUITY IN ADDITION TO THE FORFEITURE OF THE DEPOSIT.**

**BY SIGNING THIS SECURITY DEPOSIT AGREEMENT, THE TENANT(S) REPRESENTS AND ACKNOWLEDGES THAT THE PROPERTY WILL BE RENTED "AS IS" BUT IN THE SAME CONDITION AS AT THE TIME OF LEASE SIGNING.** Landlord has made no other promises or inducements to Tenant(s) as to changes or repairs to the Leased Premises other than as indicated on the below.

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The Tenant understands that the rental premises is to be returned to the Lessor upon the termination of the lease in the same condition as it was at the beginning of the lease period (normal wear and tear excepted). If the rental premise is not in the same condition upon vacating the premises, the Tenant understands that the Lessor must be compensated for all the costs and expenses incurred in making the unit ready for a new rental and immediate occupancy by the next resident. Since the cost of certain cleaning tasks are difficult to measure, in order to eliminate potential disputes concerning those items, Tenant acknowledges that the following charges may be imposed for the following repair and cleaning tasks, and the Tenant understands that if they cause these charges to be incurred then the "Minimum Charges" will be deducted from the joint and several security deposit as follows:



- Parking in the Grass (Tenant or Guest) -----\$50.00 per
- Lock out after business hours -----\$100.00 per
- Oven or Refrigerator cleaning (when dirty, spills or smells) -----\$60.00
- Refrigerator door replacement (Dented or Damaged) -----\$230.00-1,200.00
- Removal of trash or small items from the house -----\$25.00 per bag
- Removal of large items from house i.e. couches, chairs, desks----- \$125.00
- Failure to leave premises "broom clean" (This is a surcharge in addition to the \$375.00 deducted per Tenant **Minimum SD Deduction** at the end of the Lease) -----\$375.00
- Mold or Mildew in shower/tub-----\$100.00
- Repainting due to smoke inside house (Photographic evidence of smoking inside house will trigger this fee i.e. Ash trays, bongs, etc.) -----actual cost of labor and materials
- Cigarette Butts in Yard or porches-----\$25.00 per hour/\$50.00 Min.
- Failure to Turn in Keys (Assessed to Tenant that does not return) -----\$50.00 per lock
- AC Filter over 45 days old (First Time) ----- \$50.00 per filter
- AC Filter over 45 days old (Subsequent Occurrence) -----\$100.00 per filter
- Rug stains that cannot be removed with steam cleaning -----\$85.00
- Countertop burns ----- \$125.00
- Repainting walls unless damage noted on Move In Condition Form, please do not use tape or strips or light ribbons that will tear the paint/sheetrock -----\$65.00/ wall
- Holes in sheetrock larger than a hanging nail -----\$175.00/per includes paint
- Broken Blinds (If supplied by Landlord) ----- \$90.00
- Failure to replace light bulbs (2 bulbs per tenant included in **Minimum SD Deduction**) ----- \$12.00/bulb
- Garbage disposal replacement-----\$175.00
- Satellite dish (disposal of post and dish) (not allowed without written permission) ----- \$125.00
- Failure to Follow Cold Weather Instructions-----\$100.00
- Improper Use of Plumbing or Disposal ----- \$100.00
- Garbage Can Cleaning-----\$75.00/can

The above prices are the minimum, and Tenant will be charged the great of the amount shown above versus the actual cost incurred by Landlord. Please note that you are expected to leave the premises "broom clean" at the end of your lease. Regardless of whether you clean it or have a professional clean it, we will send a professional cleaning crew and steam cleaning company to each residence. This is why each tenant pays a \$375.00 non-refundable fee as part of the Security and Damages Deposit. If more damage or cleaning is required then these above Minimum Fees will be incurred and damage is in excess of the total amount held then we will require payment for the actual costs of said repairs or cleaning, pursuant to your Lease. The **Minimum SD Deduction** will still be deducted regardless of the condition the property has been left in upon move out and is a "minimum charge." Tenant acknowledges that Tenant has the burden of proof as to damage, deductions, etc. and the Landlord shall perform repairs and cleaning in its sole and absolute discretion. Landlord shall have no obligation to take pictures, or document repairs other than providing an itemized list of deductions and when applicable an individual invoice.

EXECUTED, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Tenant

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Tenant

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Tenant

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Tenant

**Landlord:**  
**By: Oxford Rental Properties, LLC**  
**Its: Agent**

**By:** \_\_\_\_\_  
**Its: Authorized Representative**

**COLD WEATHER INSTRUCTIONS**

When you leave the leased premises for protracted periods, remember to leave on sufficient heat to keep the temperature inside your residence at least 60 degrees. When the outside temperature plunges to 30 degrees or below or when a strong wind is associated with sub-freezing temperatures, **you must also allow a small stream of water to run from both the hot and cold-water** lines serving the kitchen sink, bathroom lavatories & tub/shower. Do not turn the faucets on more than a stream. Cabinet doors under the kitchen sink and the lavatory should be open so that heat can reach the water lines. You should be aware, too, that water in commodes and drain lines will also freeze.

Be forewarned that only the protective/preventative measure cited above will work. Having the City cut off your water, or running water without leaving on heat, or leaving on heat without running water will not protect the water supply lines, drain lines and commodes properly, nor will any other measures short of strict compliance with the instructions set out in paragraph #1 above.

Pursuant to numbered paragraph #4 of your lease agreement you are responsible for protecting the leased premises from the effects of freezing damage during your tenancy and you will be held accountable for plumbing repairs and other damage which result from your failure to comply with this information. Please note that your responsibility extends to the end of your lease or, if you move before the end of your lease, then your liability shall continue until a new tenant(s) assumes occupancy of or responsibility for the leased premises.

EXECUTED, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Tenant

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\_\_\_\_\_  
Tenant

**Landlord:**

**By: Oxford Rental Properties, LLC**

**Its: Agent**

**By: \_\_\_\_\_**

**Its: Authorized Representative**

**PET ADDENDUM TO LEASE**

1. Authorization of Pet(s): Landlord grants permission for Tenant(s) to keep the pet(s) described herein on the leased premises subject to the terms and conditions of the Lease and this Addendum. All animals/pets should be registered through [petscreening.com](https://petscreening.com). In consideration of this permission, Tenant agrees to pay to Landlord a monthly Pet RENT in the amount of \$30.00 per Pet which shall be considered Additional RENT pursuant to the terms of the Lease. Landlord may revoke permission at any time if Tenant(s) fails to comply with any of the terms of the Lease and/or Addendum.
2. Pet Description: The Tenant(s) is permitted to keep the following pet(s) described herein on the property. The term "pet" refers to any animal whether mammal, reptile, bird, fish, rodent, or insect. Under no circumstances will a cat or feline be allowed on the premises whether short term or otherwise. The term "pet" excludes a service animal.  
Type of Pet(s): \_\_\_\_\_  
Name of Pet(s): \_\_\_\_\_  
Weight of Pet(s): \_\_\_\_\_  
Age of Pet(s): \_\_\_\_\_  
Please circle one:
  3. Is the Pet(s) spayed or neutered?    Yes    No
  4. Are all pet(s) vaccinations current?    Yes    No
5. Pet Fee: A NON-REFUNDABLE Pet Fee of Five hundred dollars and no/00 (\$500.00) is required per pet and will be collected with the Security Deposit but does not apply to damages in any instance.
6. Pet Control: Tenant(s) agrees to comply with all the applicable statutes, ordinances, restrictions, \_\_\_\_\_ Condominium Association rules (if applicable), and other enforceable regulations regarding any pet, including licensing the pet(s) if applicable. Tenant further agrees to: (i) keep pet(s) vaccinations current (ii) confine pet(s) when outside with either a leash or in a carrier (iii) promptly and properly remove any pet waste from the property. Tenant(s) shall take all reasonable action to ensure that the pet(s) described herein do not violate the rights of another person on the Property. No breeding of pet(s) shall be permitted on the premises. Tenant(s) shall provide proper care, food, water and shelter for the pet(s) herein.
7. Tenant(s) Liabilities: Tenant(s) agrees not to utilize the screen porch areas as a kennel or pet containment area and acknowledges that damage is likely to occur by doing so. Tenant(s) shall be responsible for all damage to the Leased Premises caused by the pet(s) described herein. If pet(s) damages exceed the dollar amount of the Pet Fee any and all additional costs must be paid by Tenant(s) immediately upon demand by Landlord.
8. Landlord Access: Landlord shall have complete access to the entire premises and shall not be limited by pet(s).
9. Default: If Tenant(s) breaches any provision in this Pet Addendum Landlord may exercise any or all of the remedies described under the Lease.

EXECUTED, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Tenant

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Tenant

## **Rules and Regulations**

In order to provide for a congenial occupation of the Dwelling Units or Premises and to provide for the protection of the investments, monetary and aesthetic values of the Leased Premises and the Lessor's interest therein, the use of the Dwelling Unit and Premises shall be restricted to and be in accordance with the following rules and regulations, covenants and use restrictions:

1. **Nuisances:** No nuisances shall be allowed upon the Dwelling Unit and Premises, nor shall any use or practice be allowed which is a source of annoyance to Tenants or which interferes with the peaceful possession and proper use of the Dwelling Unit and Premises by its Tenants, and no immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof. No private, public or other gathering of any type will be allowed if it constitutes a nuisance. Tenant(s) or their guests that engage in disrespectful, disruptive, obnoxious, or threatening behavior to Landlord, Association or other Unit Owners or their guest shall be considered a nuisance and subject to applicable legal remedies, including early termination of the Lease.
2. **Leasing / Renting:** All leases must be in writing and made subject to the Declaration and other Condominium Documents and the jurisdiction of the Association evidenced by signed acknowledgment of all Condominium Documents by the Dwelling Unit Tenant. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Dwelling Unit shall be subject and subordinate in all respects to the provisions of the Declaration and By-Laws, and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Governors may from time to time promulgate. The Tenant expressly understands and consents that the rights of the Association are paramount to any such agreements with the Tenant and the Association shall have the absolute right to demand that the Tenant vacate the premises with thirty (30) days of written notice posted at the Dwelling Unit for any violation of the Condominium Documents.
3. In the event legal action becomes necessary to enforce this provision, the Tenant shall be responsible for the reasonable attorney fees and costs of court in bringing the Tenant or Dwelling Unit into compliance with the Declaration. The provisions of this subsection shall not apply to any institutional mortgagee of any Dwelling Unit who comes into possession of the Dwelling Unit by reason of any remedies provided by law, or in such mortgage, or as a result of a foreclosure sale of other judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. Tenants are not allowed to hang towels, banners, sheets, etc. from the common area walkways and rails located on the exterior of each building.
4. **Alterations:** No Tenant or occupant shall paint, decorate or adorn the outside of the Dwelling Unit (including doors and windows) or install any canopy, awning, exterior radio or television or other antennae, or other equipment or fixtures without prior written consent of the Board of Directors of the Association. The Board may allow such fixtures only if they are not visible from the public streets and adjacent public streets. An exterior installation without the prior written consent of the association is liable to be removed without notice. Nothing shall be nailed or screwed to, hung, stuck or otherwise attached in any manner to any portion of the exterior of any Dwelling Unit, specifically including, but not limited to, planters, flag poles, wind chimes, hooks or rods. No statues, indoor furniture, shelving units, hunting or fishing gear, refrigerators, freezers, kegs, ice chests, Jacuzzis, hot tubs, swimming or wading pools, swing-sets, children's toys, lawn chairs, boxes, crates or storage bins may be stored outside any Unit for any period of time. All grills, BBQ pits shall be used so that they do not damage the premises.
5. **Parking and Vehicle Regulations:** Each Dwelling Unit has been provided a minimum of one (1) parking space per bedroom, as determined from time to time by the Landlord in cooperation with the Association. No parking on the lawn or grounds of the Property is permitted at any time by any mode of transportation. The Association reserves the right to have removed at the Tenant or their guest's expense any vehicles parked in any unauthorized manner.
6. No vehicle belonging to any Tenant, guest or visitor is to be parked in such a manner as to impede or prevent ready access to mailboxes, common areas, drives, private roads, entrances, or to other parking places. No vehicle shall occupy more than one parking space at a time.

7. No trailer, camper, motor home, golf cart, travel trailer, utility trailer, 4-wheeler, 3-wheeler, off road motorcycle, pleasure/ski or fishing boat, boat motor or boat trailer, vehicle with more than six (6) wheels (with the exception of a moving or delivery vehicle in the active process of delivering or retrieving items) may be parked or stored in the parking areas or general Common Elements of the Property. If one is found to be located on the Property, and not immediately removed, the Association shall have the absolute right to immediately have the same towed or otherwise removed from the Property, without notice, at the expense of the owner to which the non-compliant vehicle or piece of equipment is associated.
8. No vehicles shall be left in a parking space or driveway in a non-operative condition for more than Seventy-Two (72) hours, nor shall there be any non-emergency repairs to vehicles in a parking space or driveway other than emergency situations to make a non-operative vehicle immediately operate.
9. No recreational activities or games of any kind are allowed in the parking areas. Such activities are permitted only in, and confined to, grass-covered portions of the Common Elements, subject to previously defined limitations of damage to the lawn areas.
10. Porches: Tenant(s) are expected to maintain their front, and side and/or rear porches in a clean, sanitary and safe condition. Any and all furniture placed on the front porches must be exterior grade and approved by the Landlord. Any and all cushions or fabrics used to accessorize items on the porches or external areas must be of subtle color complimentary to exterior and in good repair. Any unsightly items or those in disrepair may be removed by the Association. No other items visible from the exterior of the patio shall be permitted without the prior written consent of the Association. No folding chairs of any fashion, whether canvas, plastic, metal or otherwise are allowed on the exterior of the premises or on the porches. Porches are not to be used to house dogs or other pets. Landlord has the right to require Tenant to remove any hangings or personal property from the porch which may include curtains or fabrics. No grills may be allowed on a wooden porch or a porch which is covered by a roof or soffit.
11. Safety: No common walks or drives may be obstructed in any way. All sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles must not be ridden or left standing in any manner that might interfere with the full use of walkways by pedestrians.
12. Signs: No political or other signs, ads or solicitations of any type are permitted in or about the Property. University of Mississippi flags and banners are allowed to be displayed on flag poles, but not in the windows of the Dwelling Units.
13. Windows: With the sole exception of a plant or unlit ornamental wreath, no Dwelling unit shall have displayed, hanging, stored, or use signs, stickers, emblems, insignias, pennants, flags, banners, ornaments, fixtures, foil, tinting material, clothing, sheets, blankets, laundry or any other articles outside the unit, or which may be visible from the outside of the Dwelling unit without prior written consent of the Board of Governors of the Association; however, Holiday ornaments and University of Mississippi flags and banners are allowed to be displayed on the Dwelling Units during home game weekends. No fans, air conditioners, heaters, or similar objects will be permissible in any window or door opening.
14. Window Treatments: No Dwelling Unit shall use window treatments visible from the front exterior or rear exterior of the Dwelling Unit other than those approved by the Association. Plantation shutters will be allowed without Association approval. The Board may alter the window treatments through the Association Rules and Regulations only if the window treatments are made applicable and uniform with all Dwelling Units. Wood Blinds will be allowed without the Association approval.
15. Noises: No Tenant, Guest, or visitor shall make or permit any disturbing noises in or around the surrounding houses or Common Area of the \_\_\_\_\_ Development. Musical instruments such as drums or cymbals or amplified electric instruments shall not be played at any time prior to 8:00 a.m. or after 8:00 p.m. or otherwise in any way that disturbs other Tenants or neighbors.
16. Rules and Regulations: Additional regulations may be written and defined as Rules and Regulations concerning (primarily) the use of the Dwelling Unit and Premises, in addition to those already contained herein or made a

part hereof, and may be promulgated by the Association as herein set forth; provided, however, that copies of such new regulations are furnished to each Tenant prior to the time that the same become effective.

17. Guests: Tenant(s) are responsible for the conduct of their guests. Notify the Landlord or Association when you have family or friends visiting for more than two days. For security reasons we must know who is in and out of the Dwelling Unit and Premises. No keys or codes to key boxes are to be given out to anyone other than a parent or guardian.
18. Tenant(s) must inform Landlord or Association of any running toilets or leaking faucets. Tenant(s) are responsible for payment of any and all water bills incurred by the Tenant(s). Landlord is not responsible for and will not pay any water bills incurred due to running toilets or leaking faucets or otherwise. The plumbing lines are free from obstructions when Tenant(s) takes possession of the Leased Premises, and Tenant(s) are responsible for unclogging his/her own toilet or sink.
19. Garbage: Tenants must remove all trash on a regular basis to the dumpster on the property or in the bins provided by the City or County. No trash is allowed on the front porch or the back porch. You are in violation of your lease if you have trash outside and not in a trash can. You will be charged a minimum of \$25.00 per trash bag for the ground keeper to remove. Any trash cans that are deemed excessively dirty or could cause an infestation or smell shall be cleaned by the Tenant. If Tenant fails to remove trash on a regular basis or leaves trash bins in a dirty condition then Landlord can have them cleaned at Tenants expense.
20. Keg parties or where there is a common source of alcohol are prohibited. At no time, without prior written approval from the Landlord and Association Manager may any dwelling have more than eight (8) guests.
21. Locks/Lock Outs: A service charge of \$100 will be charged to change a lock at the request of the Lessee. There is a \$50 fee per key for lost keys or reprogramming of e-Locks. Tenants are prohibited from adding, changing, or in any way altering locks installed on the door of the house. If Tenant finds it necessary to have authorized personnel unlock the unit after hours, Tenant will be charged a fee agreed upon at time of entry. If there is no one on the property to unlock your door, it will be necessary to call a locksmith, and Tenant will be responsible for paying the locksmith's fees and any property damages that may be incurred by locksmith.
22. Antennas: Radio, television, C.B. antennas, and satellite discs shall not be placed or erected on the roof or exterior of a building without prior approval of Landlord and Board, in writing.
23. Telephone and Cable Hook-ups: The telephone may be placed only at a previously wired location in the unit provided by the telephone company. Adding an additional line will be at the Tenant's expense. Drilling, cutting, or boring holes for wires is not permitted without written permission from Management. If you experience trouble with an existing telephone line, please report the problem to Management before calling a repairman. If you call a repairman without first calling in a maintenance request, you will be solely responsible for all charges incurred.
24. NO SMOKING inside or within ten (10) feet of the Dwelling Unit under any circumstances. If there is staining on the paint or strong smells of smoke, then Tenants shall be responsible for repainting. Tenants will be responsible for picking up all cigarette butts within ten (10) feet of the exterior of their Unit. Any evidence of any sort of smoking inside the Unit, whether tobacco, marijuana or vaping or any other smoke or vapor shall be deemed a violation of this Lease and cause for immediate acceleration of RENT and any damages, including Ozone treatment, KILZ and repainting shall be invoiced to the Tenants and due upon receipt.
25. Enforcement: The Association shall have the priority right of enforcement of the matters contained in the Declaration and the Rules & Regulations. Additionally, the Association and Landlord have the authority to enforce and collect fines from the Tenant(s). **The Association and/or Landlord shall have the absolute right to assess a \$100.00 Fee against the Tenant(s) after one (1) prior, legitimate complaint of the same violation of restrictions contained in the Rules and Regulations or elsewhere in the Lease, or after two separate violations of different restrictions contained in the Rules and Regulations or elsewhere in the Lease.** A legitimate complaint will consist of either a report from a law enforcement officer, or written, confirmed, and investigated complaint of other Tenant(s), the Landlord or a Property Manager. Any sums charged to the actual

owner of the Leased Premises, whether such owner is made a party to the Lease or not, by the Association and due to a Tenant(s) violation of the Rules and Regulations or Association's Condominium Declaration shall be charged to said Tenant(s) and collected along with all reasonable costs of collections and attorney fees.

26. Banner Sheets or Signs. In no instance will Tenant(s) be allowed to hang any type of banner sheet that may be deemed by Landlord to be discriminatory, vulgar, racial or in bad taste from the house or from public view on the Property.
27. Plumbing and Garbage Disposal. The toilets are free from obstruction when Tenant(s) take possession of Premises and Tenant shall be responsible for all obstructions, except those caused by roots. Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, feminine products, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from negligence, misuse, or abuse shall be borne by Tenants.
- Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal or plumbing issue and such materials are found therein, Landlord reserves the right to charge the Tenant for the expense occurred in addition to a fine.
28. Water Bills. Tenant(s) must inform Landlord of any running toilets or leaking faucets. Tenant is responsible for payment of any and all water bills incurred during the Term of the Lease. Landlord is not responsible for and will not pay any water bills incurred due to running toilets or leaking faucets, or otherwise.
29. **Legal Proceeding.** Failure to comply with any of the terms of the Lease or Rules and Regulations, shall be ground for relief that may include, but is not limited to, an action to recover sums due for damage, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association, or the Landlord. Should Landlord expend money due to Tenant(s) or their guests/invitees violations of these Rules and Regulations, then Tenant(s) shall be responsible for all of Landlord's attorney fees.

EXECUTED, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

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Tenant

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Tenant

\_\_\_\_\_  
Tenant

**Landlord:**

**By: Oxford Rental Properties, LLC**

**Its: Agent**

**By: \_\_\_\_\_**

**Its: Authorized Representative**



## **MOLD & MILDEW NOTICE, DISCLOSURE, AND DISCLAIMER**

### **("Mold & Mildew Addendum")**

**MOLD:** Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most Tenants are familiar with mold growth in the form of bread mold, and mold that grows on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 42 to 48 hours.

**CONSEQUENCES OF MOLD:** All molds are not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases, which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of health problems that may be caused by mold. The Center for Disease Control states that a causal link between presence of toxic mold and serious health conditions has not yet been proven.

**WHAT THE TENANT CAN DO:** The tenant can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solution and most tile cleaners are effective in elimination or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or materials. Do not let water pool or stand in your home. Promptly report any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Report any leaks immediately. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, call on the services of qualified professional cleaners.

I/WE agree to report any moisture, mold growth or other suspected immediately to my landlord via tenant portal [www.oxfordrentalproperties.com](http://www.oxfordrentalproperties.com)

**DISCLAIMER AND WAIVER**

Whether or not you as a tenant experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a Landlord or Owner must be limited to things that we can control. These items are related to plumbing leaks not caused by Tenants negligently, recklessly or intentionally. Landlord will not be responsible for any damages caused by mold, or by some other agent, that may be associated with current or latent defects in the Home, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects or any other effects. Any implied warranties, including an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

This notice, disclosure, and disclaimer agreement is hereby appended to and made a part of the Lease Agreement for the Dwelling Unit located at \_\_\_\_\_ Oxford, MS. The consideration for this agreement shall be the same consideration as stated in the Lease. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of the notice, disclosure, and disclaimer agreement. I have carefully read and reviewed its terms, and I agree to its provision.

EXECUTED, THIS THE \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**Landlord:**

**By: Oxford Rental Properties, LLC**

**Its: Agent**

**By: \_\_\_\_\_**

**Its: Authorized Representative**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. This information has either been provided to you or will be available at lease signing, posted on our website or previously emailed, if applicable.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_ (ii)
- \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. \_\_\_\_\_

Lessee’s Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)

- (e) \_\_\_\_\_ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. EXECUTED, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**Landlord:**

**By: Oxford Rental Properties, LLC**

**Its: Agent**

**By: \_\_\_\_\_**

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## GUARANTEE OF TENANT OBLIGATIONS

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Guarantor hereby consents that laws of the state of Mississippi, with exclusive jurisdiction, shall govern this contract and venue consented to be in either the Justice or the Circuit Court of Lafayette County, Mississippi. If any provision of this contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract.

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**Guarantor:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

**This DAY, personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named \_\_\_\_\_, who acknowledged that he/she/they signed and delivered the above and foregoing Guarantee as their act and deed and for the purposes therein stated.**

**GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this, the \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ .**

**NOTARY PUBLIC**

\_\_\_\_\_

**My Commission Expires:**

\_\_\_\_\_

**PLEASE MAIL ORIGINAL, NOTARIZED GUARANTEE TO:**

**Oxford Rental Properties, LLC  
Attention: Property Manager  
P.O. Box 1597  
299 South 9th Street, Suite 202 (OVERNIGHT ONLY)  
Oxford, MS 38655**

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State of \_\_\_\_\_

County of \_\_\_\_\_

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**NOTARY PUBLIC**

\_\_\_\_\_

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NOTARY PUBLIC

\_\_\_\_\_

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NOTARY PUBLIC

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NOTARY PUBLIC

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