

# ARKANSAS LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:**

\_\_\_\_\_ (hereinafter referred to as "Landlord"), with a  
mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

**TENANT(S):**

\_\_\_\_\_ (hereinafter referred to as "Tenant").

**I. PROPERTY**

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

\_\_\_\_\_

City of \_\_\_\_\_ , State of Arkansas, Zip Code

\_\_\_\_\_ .

Description of the Premises (if applicable, e.g., apartment number, parking space, storage):

\_\_\_\_\_  
\_\_\_\_\_

## II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon expiration, this Agreement shall automatically convert to a month-to-month tenancy unless either party gives written notice of termination at least thirty (30) days prior to the expiration date.

☐ **MONTH-TO-MONTH:** The lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis until terminated by either party providing at least thirty (30) days written notice to the other party.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

Rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash   ☐ Check   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Payment instructions:

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#### **IV. SECURITY DEPOSIT**

Pursuant to Arkansas Code Annotated § 18-16-304, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a Security Deposit to secure the faithful performance of the Tenant's obligations under this Agreement.

The Security Deposit shall not exceed an amount equal to two (2) months' rent.

In accordance with Arkansas Code Annotated § 18-16-305, the Landlord shall return the Security Deposit, less any deductions for damages or unpaid rent, to the Tenant within sixty (60) days after the termination of the tenancy and delivery of possession by the Tenant. If any deductions are made, the Landlord shall provide a written itemized list of such damages and the specific cost of repairs.

#### **V. LATE CHARGES AND RETURNED CHECKS**

If rent is not paid by the \_\_\_\_\_ day of the month, the Tenant shall pay a late fee of \$ \_\_\_\_\_ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay to the Landlord a returned check charge in the amount of \$ \_\_\_\_\_ (not to exceed \$30.00 or the face value of the check plus any bank fees charged to the Landlord, pursuant to Arkansas law).

## **VI. UTILITIES**

The responsibility for payment of utilities and services for the Premises shall be allocated as follows:

Electricity:

☐ Landlord   ☐ Tenant

Water/Sewer:

☐ Landlord   ☐ Tenant

Gas:

☐ Landlord   ☐ Tenant

Trash Collection:

☐ Landlord   ☐ Tenant

Internet/Cable:

☐ Landlord   ☐ Tenant

Other ( \_\_\_\_\_ ):

☐ Landlord   ☐ Tenant

## VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant and the following authorized occupants:

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Guests staying more than \_\_\_\_\_ consecutive days or more than \_\_\_\_\_ days in any twelve (12) month period require the written consent of the Landlord.

## VIII. MAINTENANCE AND REPAIR

**Landlord's Obligations:** Pursuant to Arkansas Code Annotated § 18-17-601 (Minimum Habitability Standards), the Landlord shall maintain the Premises in a structurally sound condition and ensure the availability of:

1. Potable water;
2. A sanitary sewage system;
3. Electricity;
4. A functioning heating system; and
5. A roof that does not leak.

**Tenant's Obligations:** The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any necessary repairs. The Tenant shall be responsible for any damage caused by the Tenant's negligence or misuse, or that of their guests.

## **IX. RIGHT OF ENTRY**

The Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspection, making necessary or agreed repairs, decorations, alterations, or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in cases of emergency or abandonment, the Landlord shall provide the Tenant with reasonable notice (typically 24 hours) prior to entry.

## **X. PETS**

☐ **NO PETS ALLOWED:** No pets, animals, birds, or reptiles are allowed on the Premises at any time.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

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Pet Deposit (Non-Refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

## **XI. ARKANSAS SPECIFIC DISCLOSURES**

### **1. FLOOD DISCLOSURE (A.C.A. § 18-16-112):**

The Landlord is required to disclose if the residential rental property has been flooded within the past five (5) years or is located within a one hundred (100) year floodplain.

Check one:

☐ The Premises IS located in a 100-year floodplain or has been flooded within the last five (5) years. Risk of loss or damage to personal property is the Tenant's responsibility. The Tenant is advised to secure flood insurance.

☐ The Premises IS NOT known to be located in a 100-year floodplain and has not been flooded within the last five (5) years to the Landlord's knowledge.

## **2. LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Check one:

☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure Form and the EPA pamphlet "Protect Your Family from Lead in Your Home."

☐ The Premises was built in 1978 or later.

## **3. METHAMPHETAMINE CONTAMINATION:**

Pursuant to Arkansas Code, if the Landlord knows that the Premises has been contaminated by the manufacture of methamphetamine and has not been remediated to state standards, the Landlord must disclose this to the Tenant. The Landlord certifies that to the best of their knowledge, the Premises is not contaminated.

## **XII. DEFAULT AND REMEDIES**

If the Tenant fails to pay rent when due, the Landlord may terminate this Agreement.

**Civil Eviction (Unlawful Detainer):** Pursuant to Arkansas Code Annotated § 18-60-304, if rent is unpaid, the Landlord may provide a written notice demanding the Tenant vacate the Premises within three (3) days. If the Tenant fails to vacate, the Landlord may file a complaint for unlawful detainer.

**Criminal Failure to Vacate:** Pursuant to Arkansas Code Annotated § 18-16-101, a Tenant who fails to pay rent and refuses to vacate within ten (10) days after written notice to vacate may be guilty of a misdemeanor.

### **XIII. ABANDONMENT**

If the Tenant is absent from the Premises for a period of fourteen (14) consecutive days while rent is unpaid, the Premises shall be considered abandoned. The Landlord may enter the Premises and re-rent it. Any personal property left behind may be disposed of by the Landlord in accordance with Arkansas law (A.C.A. § 18-16-108).

### **XIV. WAIVER**

No waiver of any default of the Tenant or Landlord shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

### **XV. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **XVI. ENTIRE AGREEMENT**



This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations. This Agreement may only be amended in writing and signed by both parties.

## **XVII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

## **XVIII. ADDITIONAL TERMS AND CONDITIONS**

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## **XIX. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

### **LANDLORD:**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**TENANT:**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**TENANT (Co-Signer if applicable):**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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**NOTARY ACKNOWLEDGMENT\*\***

State of Arkansas

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public,  
personally appeared \_\_\_\_\_ (Landlord) and

\_\_\_\_\_ (Tenant), known to me (or proved to me on the basis  
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name:

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My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)