

LOUISIANA LEASE AGREEMENT

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

LANDLORD (LESSOR):

Name: _____

Address: _____

Phone: _____

Email: _____

AND

TENANT (LESSEE):

Name(s): _____

Phone: _____

Email: _____

I. PROPERTY (THE PREMISES)

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at:

Address: _____

City: _____

State: Louisiana

Zip Code: _____

Description of the Premises (optional):

II. TERM OF LEASE

This Agreement shall commence on the ____ day of _____, 20____
("Commencement Date") and shall continue as follows (check one):

☐ **Fixed Term:** The lease shall end on the ____ day of _____, 20____. Upon the
end of the term, this Agreement shall (check one):

☐ Terminate unless a new Agreement is signed.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month:** The lease shall continue on a month-to-month basis until terminated by
either party with at least ten (10) days' written notice prior to the end of the month, pursuant to
Louisiana Civil Code Article 2728.

III. RENT

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

_____ per month.

1. **Due Date:** Rent is due on the _____ day of each month.

2. **First Month's Rent:** The Tenant shall pay the first month's rent in the amount of \$ _____ upon execution of this Agreement.

3. **Payment Method:** Rent shall be paid by:

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

Payment instructions:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a Security Deposit.

1. **Return of Deposit:** In accordance with Louisiana Revised Statutes 9:3251, the Security Deposit shall be returned to the Tenant within one (1) month after the lease terminates and the Tenant vacates the Premises, less any deductions for damages or unpaid rent.

2. **Itemized Statement:** If any portion of the deposit is retained, the Landlord shall provide the Tenant with an itemized statement accounting for the proceeds which are retained and the reasons therefor.

3. **Forwarding Address:** The Tenant must provide a forwarding address in writing to the Landlord upon vacating the Premises.

V. LATE CHARGES AND RETURNED CHECKS

1. **Late Fee:** If rent is not received by the _____ day of the month, the Tenant agrees to pay a late fee of \$ _____ .
2. **Returned Checks:** For each check returned by the bank for insufficient funds, the Tenant agrees to pay a charge of \$ _____ or 5% of the face amount of the check, whichever is greater, pursuant to Louisiana Revised Statutes 9:2782.

VI. OCCUPANTS

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

VII. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties (check appropriate boxes):

| Utility/Service | Landlord | Tenant |

| :--- | :---: | :---: |

| Electricity | ☐ | ☐ |

| Gas | ☐ | ☐ |

| Water/Sewer | ☐ | ☐ |

| Trash Collection | ☐ | ☐ |

| Cable/Internet | ☐ | ☐ |

| Landscaping | ☐ | ☐ |

VIII. PETS

☐ **No Pets:** No pets are allowed on the Premises.

☐ **Pets Allowed:** The Tenant is permitted to keep the following pet(s):

Pet Fee (Non-refundable): \$ _____

Pet Deposit (Refundable): \$ _____

IX. MAINTENANCE AND REPAIRS

1. **Landlord's Obligations:** The Landlord shall maintain the Premises in a condition fit for the use for which it was leased and make all necessary repairs, except those for which the Tenant is responsible, pursuant to Louisiana Civil Code Article 2691.

2. **Tenant's Obligations:** The Tenant shall keep the Premises clean and sanitary and shall be responsible for repairs resulting from the Tenant's negligence or misuse.

3. **Repair and Deduct:** Pursuant to Louisiana Civil Code Article 2694, if the Landlord fails to make necessary repairs within a reasonable time after demand by the Tenant, the Tenant may cause them to be made. The Tenant may demand immediate reimbursement of the amount expended or deduct that amount from the rent, provided the cost is reasonable.

X. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspection, making necessary repairs, or showing the property to prospective tenants or purchasers. Except in cases of emergency, the Landlord shall provide the Tenant with at least twenty-four (24) hours' notice.

XI. DEFAULT AND WAIVER OF NOTICE

1. **Default:** If the Tenant fails to pay rent when due or violates any other term of this Agreement, the Landlord may terminate this lease and proceed with eviction.
2. **Waiver of Notice to Vacate: CRITICAL LEGAL PROVISION:** Pursuant to Louisiana Code of Civil Procedure Article 4701, the Tenant expressly waives the five (5) day notice to vacate requirement. Upon termination of the lease for any reason, including non-payment of rent, the Landlord may immediately institute eviction proceedings without further notice to vacate.

XII. ABANDONMENT

If the Tenant abandons the Premises, the Landlord shall have the right to enter and re-take possession. Abandonment shall be presumed if the Tenant has vacated the Premises and failed to pay rent for a period consistent with Louisiana Civil Code Article 2713.

XIII. LEAD-BASED PAINT DISCLOSURE

(Check one)

- ☐ The Premises was built after 1978. No lead-based paint disclosure is required.
- ☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with the EPA pamphlet "Protect Your Family From Lead in Your Home" and any known information regarding lead-based paint hazards.

XIV. MEGAN'S LAW DISCLOSURE

As required by Louisiana law, the Tenant is hereby notified that the Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry. It is a public record and is available to the public on the internet. The Tenant may access this information at: <http://www.lsp.org/socpr/default.html>.

XV. GOVERNING LAW

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

XVI. ADDITIONAL TERMS AND CONDITIONS

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

SIGNATURES

LANDLORD (LESSOR):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (LESSEE):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

WITNESSES:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF _____

**On this _____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared:**

1. _____ (Landlord)

2. _____ (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 in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.**

**THUS DONE AND PASSED in the presence of the undersigned competent witnesses and
me, Notary, on the date first above written.**

NOTARY PUBLIC**

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Notary ID Number / Bar Roll Number: _____

My Commission Expires: _____