

MISSISSIPPI LEASE AGREEMENT

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

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

The Landlord and Tenant may collectively be referred to as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at the following address (the "Premises"):

City of _____ , State of Mississippi, Zip Code
_____ .

Description of the Premises (e.g., apartment number, single-family home):

II. TERM OF LEASE

This Agreement shall commence on the _____ day of _____, 20____
("Commencement Date") and shall end on the _____ day of _____, 20____
("Termination Date").

Upon the Termination Date, the Tenant shall be required to vacate the Premises unless one of the following is selected:

☐ **Fixed Lease:** This Agreement shall terminate on the Termination Date.

☐ **Month-to-Month:** This Agreement shall continue on a month-to-month basis, terminable by either party by providing at least thirty (30) days' written notice pursuant to Miss. Code Ann. § 89-8-19.

III. RENT

The Tenant agrees to pay the Landlord a total monthly rent of \$

_____ .

Rent shall be due on the _____ day of each month (the

"Due Date").

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

☐ Cash

☐ Check

☐ Electronic Transfer (ACH/Wire)

☐ Other: _____

Payment instructions:

IV. LATE CHARGES AND RETURNED CHECKS

If Rent is not paid by the Due Date:

☐ There shall be no late fee.

☐ The Tenant shall pay a late fee of \$ _____ if rent is not paid within _____ days of the Due Date.

If a check is returned for insufficient funds (NSF), the Tenant shall pay a fee of \$ _____ in addition to any bank charges incurred by the Landlord.

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$

_____ (the "Security Deposit").

Return of Deposit: Pursuant to Miss. Code Ann. § 89-8-21, the Landlord shall return the Security Deposit to the Tenant, less any deductions for damages or unpaid rent, within forty-five (45) days after the termination of the tenancy, the delivery of possession, and demand by the Tenant.

Deductions: The Landlord may deduct from the Security Deposit only for:

1. Default in the payment of rent;
2. The repair of damages to the Premises caused by the Tenant, exclusive of ordinary wear and tear;
3. The cleaning of the Premises upon termination of the tenancy; and
4. Other reasonable and necessary expenses incurred as a result of the Tenant's default.

VI. UTILITIES AND SERVICES

The Parties agree that utilities and services shall be the responsibility of the following:

- ☐ Landlord ☐ Tenant - Electricity
- ☐ Landlord ☐ Tenant - Gas
- ☐ Landlord ☐ Tenant - Water/Sewer
- ☐ Landlord ☐ Tenant - Trash Collection
- ☐ Landlord ☐ Tenant - Cable/Internet
- ☐ Landlord ☐ Tenant - Heat
- ☐ Landlord ☐ Tenant - Air Conditioning

VII. OCCUPANTS

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

Guests staying more than _____ days without the
Landlord's written consent shall be considered a breach of this Agreement.

VIII. PETS

☐ **No Pets Allowed:** No pets shall be allowed on the Premises.

☐ **Pets Allowed:** The Tenant is permitted to have the following pets:

If pets are allowed, the Tenant shall pay a:

☐ Non-refundable pet fee of \$ _____

☐ Refundable pet deposit of \$ _____

IX. USE OF PREMISES

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal activities or any purpose that violates any local, state, or federal laws.

X. CONDITION OF PREMISES

The Tenant has examined the Premises and accepts them in their current condition, acknowledging that they are in good order and repair, except as noted here:

XI. MAINTENANCE AND REPAIR

Landlord's Obligations: Pursuant to Miss. Code Ann. § 89-8-23, the Landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Maintain the Premises in a habitable condition; and
3. Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition.

Tenant's Obligations: Pursuant to Miss. Code Ann. § 89-8-25, the Tenant shall:

1. Keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits;
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner;
3. Keep all plumbing fixtures as clean as their condition permits;
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances;
5. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so; and
6. Conduct themselves and require other persons on the Premises with their consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the Premises.

XII. 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 Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Except in cases of emergency, the Landlord will provide the Tenant with reasonable notice prior to entry.

XIII. DEFAULT AND TERMINATION

Non-Payment of Rent: Pursuant to Miss. Code Ann. § 89-7-27, if the Tenant fails to pay rent when due, the Landlord may provide a written notice requiring payment within three (3) days or possession of the Premises.

Material Non-Compliance: Pursuant to Miss. Code Ann. § 89-8-13, if there is a material non-compliance by the Tenant with the rental agreement or with the obligations under Section 89-8-25, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of fourteen (14) days.

XIV. 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.

The Premises was constructed:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form)

☐ In 1978 or later

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, specifically the "Residential Landlord and Tenant Act" (Miss. Code Ann. § 89-8-1 et seq.).

XVI. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the addresses listed below:

Landlord's Notice Address:

Tenant's Notice Address:

XVII. ADDITIONAL TERMS AND CONDITIONS

The Parties agree to the following additional terms:

XVIII. ENTIRE AGREEMENT

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

XIX. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE (if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on
this _____ day of _____, 20____, within my jurisdiction, the within named

_____ (Landlord) and

_____ (Tenant), who acknowledged that they executed the
above and foregoing instrument.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)

