



# FLETCHER Property Management, Inc CRMC®

11500 N Rodney Parham Ste 19 Info@FletcherPM.com  
PO Box 21269 www.FletcherPM.com  
Little Rock, AR 72221-1269

office: 501 907-7091  
fax: 501 223-3319  
24hr Info-Line: 501 296-9922

## Lease - Rental Agreement

**PARTIES:** In consideration of the covenants and agreements hereinafter mentioned, the

Property Owner, who  is  is not a licensed real estate agent, and Fletcher Property Management, Inc., CRMC®, the exclusive representative and Agent for Owner without any fiduciary or agency responsibility to any other, does hereby lease to

Lessee, who hereby acknowledges oral disclosure of the Agent for Owner's exclusive agency relationship with Owner prior to any conveyance of their confidential information, this

Property, to be occupied as a private dwelling ONLY by the Lessee and the following:

Unless authorized in writing by Agent for Owner, occupancy by any other persons for more than 14 days shall constitute a violation of this agreement.

**RENT & TERM:** The term of this lease shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ even if management of the property is transferred to the Owner, Successive Owner or any agent procured by the Owner or Successive Owner. The agreed monthly rent rate of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), is due in advance on the 1<sup>st</sup> day of each and every month, **No Exceptions**. Personal checks or money orders (**Rent will not be accepted in Cash**) shall be made payable to Fletcher Property Management, Inc., CRMC® and mailed to P O Box 21269, Little Rock, AR 72221-1269 or delivered to 11,500 N Rodney Parham, Suite 19 in Little Rock (behind Burger King). **ALL rent paid after the 5<sup>th</sup> of the month must be paid with money order.**

**LATE RENTS & FEES:** Rent Lessee shall pay the sum of Five Dollars (\$5.00) per day **retroactive** to the 1st day of the month for any rental payment **received** by Agent for Owner after the 5th day of the month in which it is due. **Delays due to postal delivery or holidays are not exempt.**

**BAD CHECKS:** Checks are taken subject to final collection, are not credited until collected and will **not** be re-deposited. In the event of a check being returned for "insufficient funds" or any other reason, Lessee shall pay the sum of Twenty-Five Dollars (\$25.00) for handling fee. Late charges will also be added until the check is retrieved and the rent is paid in full. From that time forward Lessee shall pay rent with money order or cashier's check **ONLY!**

**APPLICATION OF PAYMENTS:** It is understood that **ALL** payments received from or on behalf of Lessee (except from a recognized assistance program) will **first** be applied to the oldest outstanding charge and then towards any current rent. Late Charges will continue to accrue until **ALL** rent is paid in full.

**DEFAULT OF RENT:** Lessee will be considered in default of rent on the 5th of the month if rent has not been paid current and **Agent for Owner will begin eviction proceedings without exception**. In the event of default by Lessee in payment of any rental installment or otherwise and the lease is placed in the hands of an attorney or agency for collection or enforcement, Lessee agrees to pay a reasonable fee and all costs and expenses incurred in the collection of the same as liquidated damages, and in addition to the right of Agent for Owner to collect the rent when due, Agent for Owner may re-enter the leased premises and repossess the same and expel there from the Lessee and those claiming under him and remove all property and effects there from, forcibly, if necessary, without being guilty of trespass in any manner, and without prejudice to any remedies to collect any arrears of rent. **There is a minimum charge of \$35 for service of the Notice to Vacate.**

**CONDITION OF PREMISES:** Lessee accepts said premises in their condition as of the beginning of the lease as evidenced by the Condition of Premises Addendum completed and submitted by Lessee and accepted as part of this lease. Lessee agrees that the digital pictures taken, at both move-in and move-out, became part of the Condition of Premises Addendum.

**SECURITY DEPOSIT:** See separate **Security Deposit Addendum** for details.

**ANIMAL FEE:** There are **NO ANIMALS ALLOWED** on the property unless specified in the separate **ANIMAL AGREEMENT** and Lessee agrees to immediately pay any charges levied for non-approved animals found on the property.

**DESTRUCTION OF LEASED PREMISES:** In the event of destruction or partial destruction of leased premises so as to render same un-tenantable by fire, the elements or other casualty, Agent for Owner shall decide within a reasonable time whether to rebuild or repair and at Agent for Owner's option, this lease shall terminate. Lessee shall pay the rent up to the date of such injury or destruction with no further liability to Agent for Owner.

**QUIET POSSESSION:** To have and to hold the same premises to the Lessee for the term herein stated, and if Lessee keeps and performs all the covenants of this lease, then Agent for Owner covenants to keep Lessee in quiet, peaceful and uninterrupted possession of the premises.

**ASSIGNMENT, SUBLETTING, ADDITIONAL OCCUPANTS:** Lessee further covenants that he will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet or transfer said premises or any part thereof without Agent for Owner's consent, endorsed in writing herein; also, that the written assent hereon to one assignment or transfer of this lease or subletting shall not be considered as a waiver of this covenant by Agent for Owner to any subsequent assignment, transfer or subletting, nor shall such written agreement to any assignment or transfer, release said Lessee from liability hereunder. **It is agreed that in event more than one adult person occupies the leased premises, they shall be deemed Co-Lessees and be jointly and severally liable and bound by the terms of this lease.** In event Lessee desires to share occupancy of said leased premises during the term of this lease, he shall immediately notify Agent for Owner. Said proposed occupant shall be required to submit a written application and if approved, shall become a co-Lessee and shall execute a written lease. Said proposed co-occupant's failure to so execute a written lease shall not relieve Lessee from his obligations under the terms of the lease and shall be considered a violation of Lessee's covenants herein.

**UTILITIES:** Agent for Owner shall furnish to the leased premises without additional charge to Lessee the following utilities . All other utilities shall be provided at Lessee's expense, shall be carried in the name of Lessee and shall be paid promptly when due. Lessee accepts responsibility to maintain said utilities for the term of the lease. **All utilities will be disconnected from Owner or Agent for Owner's name by** .

**LESSEE'S PROPERTY LOSS OR DAMAGES:** Agent for Owner shall not be liable for any injuries or damages to person or property sustained by Lessee, servants, or any other persons upon the premises or for any damage to any person or property by or from fire, lack of heating or air conditioning, boiler, plumbing, gas, water, steam, or other pipes, automatic fire sprinklers, sewage, mechanical refrigeration, or any gas or electrical fixture or appliance or the malfunction, bursting or leaking thereof in the building in which said premises are located; or the entry of wind, rain or other natural elements into the premises; or for any damages arising out of any negligence of co-tenants or any other persons from any cause; it being agreed that Agent for Owner shall not be liable for and shall be held harmless from any and all injuries and any and all claims or damages or litigation arising from any cause whatsoever, in, or about the leased premises. **Agent for Owner recommends that Lessee obtain personal property insurance and personal liability insurance. Agent for Owner has no insurable interest in Lessee's personal property.**

**AUTOMOBILE AND OTHER VEHICLES:** The following vehicles are permitted on this property . Lessee will not park, or permit to be parked, automobiles or other property of Lessee or Lessee's servants or guests in numbered parking spaces or in restricted "no parking" areas about Agent for Owner's premises, other than in the space designated for Lessee. In the event of violation of the parking rules and it becomes necessary for Agent for Owner to engage a towing service to remove a vehicle belonging to Lessee or to a guest or servant of Lessee, Lessee accepts full responsibility for any and all charges incurred for the removal of said vehicles. The parking space provided for Lessee or unmarked parking areas on the premises are limited to private passenger cars and Lessee shall have no right to store any vehicles, boats, trailers or other property on said parking lot without written consent of Agent for Owner. Lessee, his servants or guests shall obey all other rules and regulations relative to automobiles and other vehicular traffic on the premises.

**KEYS AND CONTROLS:** Agent for Owner is to retain keys to the property. If the Lessee causes a lock change or adds additional locks, Lessee shall furnish a new set of keys or the cost of the lock change within 3 (three) working days. The locks must be re-keyed with the same type of lock set. Lessee receives set of keys to property valued at \$3.00 per key and garage door opener, coded and valued at \$40 per opener. Lessee will return same or pay for replacement. **Lessee agrees to pay the cost of re-keying if keys are not returned at vacating.** Agent for Owner is not responsible for lockouts at any time, Lessee can call a locksmith or pay **Agent for Owner \$40.00 (Mon-Fri 8a-5p) or \$75 (after hours)** to unlock the house.

**VIOLATION OF COVENANT:** The violation by Lessee, lessee's family, servants or guest of any of Lessee's covenants herein, of any rules or regulations, gives to Agent for Owner the immediate right of termination or forfeiture of this lease, together with the rights of possession of the premises here leased and if this lease is so terminated or forfeited by Agent for Owner, Lessee expressly acknowledges a debt to Agent for Owner for all unfulfilled month's of the lease and one month's rent after the month in which the lease is terminated or forfeited plus all damages to the premises causes by Lessee's family, servants or guests, invited or uninvited.

**DELAY IN GIVING POSSESSION:** If Agent for Owner shall be unable to give possession on the date specified for the commencement of the term hereof, Lessee may at any time within sixty (60) days after such specified date notify Agent for Owner of his election to terminate this lease. Such notice shall be given in writing to Agent for Owner, signed by Lessee in the same manner in which this lease is signed and immediately upon receipt of such action this lease and all rights and obligations hereunder shall cease; but Lessee shall be eligible to receive back from Agent for Owner all sums of money paid hereunder. In default of such notice, the obligations of Lessee shall continue and he shall take possession of the premises as soon as they are ready for occupancy, provided, however, the rent herein agreed upon and covenanted to be paid shall not commence until possession is available. But, no failure to give possession on the date of commencement of this term shall extend or be deemed to extend the term of this lease, nor shall Agent for Owner be subject to any liability for failure to give possession on said date.

**HOLD-OVER AND AUTOMATIC RENEWAL:** Lessee agrees to give Agent for Owner thirty (30) days written notice prior to the termination of this agreement stating that Lessee does not desire to renew this lease; in the event that a timely notice is not given by Lessee within the period prescribed, but, however, Lessee shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Agent for Owner shall at its option treat such holding over as a renewal by Lessee of all provisions of the lease except as to term and rental, which term shall be **month-to-month (30 days) and which rental shall be a then prevailing rental charges plus a monthly surcharge of twenty-five dollars (\$25).** Agent for Owner reserves the right to change the rental amount with thirty- (30) days' notice to Lessee. In the event Agent for Owner elects to treat such holding over as a renewal each and all of the other covenants and conditions of this lease shall be and remain in full force and effect. If renewal is refused by Agent for Owner, Agent for Owner shall give Lessee thirty (30) days notice of termination; Agent for Owner may proceed to let the premises to another and charge Lessee for any damages resulting from his failure to deliver possession on the date of termination, in addition to any other rights accruing to Agent for Owner hereunder. **In the event of non-renewal, Agent for Owner shall have the right to place a For Lease sign and to show the premises to prospective tenant's at all reasonable times.**

**NO WAIVER:** The failure of Agent for Owner to insist upon the performance of any of the covenants, agreements or conditions herein in any one or more instances shall not be a waiver of the right thereafter to insist upon all and complete performance of the same or any other covenant, agreement or condition. Receipt by Agent for Owner of rent with knowledge of the breach of any of the conditions, covenants or agreements hereof shall not be deemed and shall not be a waiver of such breach.

**ABANDONMENT OF PREMISES & PROPERTY:** Agent for Owner will post a 72 hour Notice of Abandonment at the property if there is reason to believe that the property has been abandoned. If Lessee fails to respond within the required 72 hours then all abandoned property will be disposed of. Per 18-16-401 of the Landlord and Tenant Law: Upon the voluntary or involuntary termination of any lease agreement, all property left in and about the premises by the lessee shall be considered abandoned, and may be disposed of by the AGENT FOR OWNER as the AGENT FOR OWNER shall see fit without recourse by the lessee. All property placed on the premises by the tenant or lessee is subjected to a lien in favor of the AGENT FOR OWNER for the payment of all sums agreed to by paid by the lessee.

**MILITARY CLAUSE:** This lease may be terminated without penalty if Lessee submits 30 day written notice of intention to move, provides proof of a Permanent Change of Duty Station and fulfills all other terms of this lease.

**PROPERTY CARE AND MAINTENANCE:** Lessee agrees to the following:

1. To keep all outside areas free of garbage, debris, animal feces and any other unsightly items.  Lessee  Owner  Agent for Owner is responsible to properly care for the yard, shrubbery and trees, includes watering, and agrees to have lawn maintenance performed a minimum of twice each month. If Lessee does not perform and disregards notices to perform, Agent for Owner shall contract the services and charge Lessee.
2.  Lessee  Owner  Agent for Owner is responsible to change/clean the furnace & A/C filter every \_\_\_\_\_ month to insure proper operation of the HVAC equipment.
3. That there are \_\_\_\_\_ smoke detectors in place & **operational**. Lessee agrees to test the detectors at least once a week, replacing batteries as needed.
4. To keep the property clean and sanitary inside and out and to not mar or deface the walls, woodwork, or any part of property.
5. To report to Agent for Owner any accident or injury to any person or of any items needing repairs and to pay for damages caused as a result of failure to report a problem in a timely manner.
6. To pay for any unnecessary workman service calls, for calls caused by Lessee's negligence and for extra calls as a result of Lessee's failure to keep scheduled appointments with workmen.
7. To pay for carpet cleaning when necessary during occupancy.
8. To cause and pay for the pilot lights to be lit unless need arises from a failure of the equipment.
9. **The plumbing on these premises is not able to handle the flushing of any objects other than toilet paper and human waste** Lessee agrees to pay for charges to unclog plumbing equipment after the first 30 days of occupancy in cases where stop-ups are caused by any foreign objects (tampons, condoms, socks, soap etc) in the sewer lines.
10. To take reasonable measures to insure that water lines do not freeze, including but not limited to, turning off water supply to outside faucets and allowing inside faucets to 'drip' when freezing could occur.
11. To take reasonable measures to prevent damage to floors, carpets and drapes from rain or other water, including but not limited to, leaving windows closed when leaving the property.
12. **To accept responsibility for damage to doors, doorjambs or windows resulting from any act of vandalism or forced entry**
13. Pests, if not brought to Agent for Owners attention within the first thirty (30) days of lease, and except in apartments or duplexes, shall be the responsibility of the Lessee and must be done in a timely manner.
14. **Smoking  is  is NOT allowed inside the property at any time by anyone.**
15. Agent for Owner will provide maintenance for the following checked appliances only  fridge  range  dishwasher  disposal  compactor  washer  dryer  . **All other appliances are provided as a convenience ONLY and maintenance will not be provided.**

**RULES AND REGULATIONS:**

Agent for Owner reserves the right to make and enforce such other reasonable rules and regulations as Agent for Owners judgment may be deemed necessary or advisable from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order. The rules and regulations now or hereafter made and posted or delivered to Lessee in regards to the leased premises are expressly made a part of this lease and are acknowledged as covenants and conditions of this lease.

1. Agent for Owner, its officers, and agents shall have the right to enter said premises at all reasonable times for the purpose of inspection, to make necessary replacement or repairs, or to show the premises to prospective purchasers. If feasible a Notice of Intent to Enter will be delivered by phone, mail or posting on door 24 hours prior to entry. Lessee will keep Agent for Owner advised of any changes in Lessee's employment or phone numbers.
2. **Satellite dish installation  is NOT allowed at this location.  MUST be at top of 10 foot 4x4 post in the  back or  side yard with cable either buried underground or 10' overhead or  Agent for Owner/Owner will install satellite dish**
3. Lessee, at their own expense, may have a security system installed and will promptly give the access code to Agent for Owner. Lessee remains responsible for any damages to property by the installation or removal of a security system. Wiring must be run under house or in the attic.
4. **No alterations, additions or improvements shall be made to the property without the written consent of the Agent for Owner and when so made the same shall become part of the property.**
5. Agent for Owner reserves the right to restrict the placement of items in windows, balconies, hallways, stairwells, and yards of duplexes or apartment buildings. No signs or advertising notices shall be displayed on the premises. The walls, ceilings & woodwork must not be marred by nails, tacks or screws, or by otherwise defacing the same.
6. **Lessee shall not do or permit anything to be done in the leased premises. or bring or keep anything therein which will in any way increase the rate of fire insurance on said premises or property kept therein. Lessee shall not perform any act in violation of the laws relating to fires or perform any act in violation of any insurance policy upon said premises, or any part thereof.**
7. Lessee agrees that controlled substances (Including alcohol and prescription medications) shall not be used on the premises in a manner that will either a) disturb the peace and quiet enjoyment of neighbors to the property or b) endanger the health, safety, or well-being of Lessee, Lessee's family or neighbors to the property.
8. **Lessee agrees to commit no act causing any nuisance to any neighbor.** Loud noises, which disturb others, are prohibited at all times
9. Any form of illegal drug activity is grounds for eviction and is in clear violation of the lawful use of this property
10. **There will be a minimum charge of \$35.00 for service to Lessee of any notice of non-compliance with this lease.**
11. No justification is recognized for refusal to make prompt rental payments because of defects and/or operative condition that develops.
12. **Lessee is prohibited from using any water filled furniture on the premises unless insurance is provided to cover potential damages.**
13. **Lessee is prohibited from burning incense except in a proper incense burner.**
14. **NO verifications of rent or rental history will be provided until ALL terms and conditions of this lease have been fulfilled.**

**INTERPRETATION OF CONTRACT:**

- I do not need an interpreter and can understand this Lease/Rental Agreement in it's entirety.
- I have provided an interpreter for interpreting this Agreement and for Leasing the property. My interpreter's name and ID is

**Right Cumulative** - The rights and remedies of Agent for Owner under this lease shall be cumulative. If any provision of the within agreement be determined to be invalid by any court of competent jurisdiction, the remaining portions of the agreement shall nevertheless remain in full force and effect.

All the covenants and agreements in this lease shall succeed to and be binding upon all parties to include but not limited to the respective heirs, executors, administrators, successors, and Owner's assigns.

- 1<sup>st</sup> month's rent \$ .
- Prorated 2<sup>nd</sup> month rent (monthly rate/30\*days possession) \$ is due by .

In the event this payment schedule is not followed the entire sum owing shall be due and all future moneys received will be first applied to this debt and then to any rental amount due.

Attached are the following Addendums:

- Security Deposit
- Condition of Premises
- Lead Paint Disclosure
- Animal Fee Agreement
- Mold Agreement
- Other Agreement

**THIS LEASE AND THE REFERENCED ADDENDUMS ARE INTENDED TO BE A LEGALLY BINDING CONTRACT.  
IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE YOU SIGN IT!**

In Witness Whereof, the above named Agent for Owner and the above named Lessee have executed this lease and acknowledge receipt of same on this  
\_day of , 200 .

\_\_\_\_\_  
Fletcher Property Management, Inc CRMC®  
Agent for Owner

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee



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## Addendum to Lease: Security Deposit Agreement

Lessee, \_\_\_\_\_ is required to deposit the total sum of \_\_\_\_\_ Dollars (\$) to be held by **Agent for Owner** to compensate Agent for Owner and Owner for any damages to the leased premises at \_\_\_\_\_ caused or permitted by Lessee and to guarantee the faithful performance of all the covenants and conditions of the attached Lease Agreement. **Should a change of management of this property occur, Lessee agrees and authorizes the transfer of this security deposit, less any and all outstanding balances owed, to the new management .**

Agent for Owner may expend said fund or so much thereof as may be necessary to cover cost of repairs occasioned by damages as aforesaid. Agent for Owner will call upon Lessee to replace said fund or so much thereof expended for said purposes and the failure of Lessee to replace said funds shall constitute a breach under the lease for which Agent for Owner may at its option terminate the lease.

Security Deposit or the unused portion thereof shall be payable to all Lessees named in the lease and will be mailed within 30 days of expiration of the lease and delivery of possession according to the terms hereof to the forwarding address provided. Release of security deposit is subject to the following provisions:

- 1) The **Full Term of lease** has expired,
- 2) A **written 30-day notice** of intent to vacate must be received **prior to the first of the last month of occupancy**,
- 3) **Payment of rent for the last month** of occupancy and/or lease has been received - no security deposits may be applied by lessee towards any rent due. **Rent charges will continue until ALL keys (and thus possession of the property) have been returned!**
- 4) **No damage** to property beyond normal wear and tear,
- 5) **Entire property to be clean**, including stove, refrigerator, baths, etc,
- 6) **Exterior of property** is to be free of garbage, debris, animal feces and any other unsightly items. A charge will be made IF yard maintenance is required.
- 7) **All burned out bulbs, smoke alarm battery and furnace filters** are replaced, **no stickers or holes** left in walls or doors,
- 8) **Carpet has been professionally cleaned** after tenant vacates by a company approved by Agent for Owner and receipt provided,
- 9) **No unpaid charges** are owed,
- 10) **All keys** have been returned,
- 11) All other **terms of the lease fulfilled**,
- 12) **ALL refunds will be mailed to the forwarding address provided to this office. No refunds may be picked up at this office. Checks will be written to Lessee's named in the lease. Lessee will pay Stop Pay charge if check is lost in mail and replaced within 30 days of check date.**

**NOTE:** In the event of unpaid rents or severe damage to the premises your liability will NOT be limited to the amount of this security deposit.

**If payments are not made as agreed you will be in default of your lease and we will be forced to pursue legal means of eviction.** Received \$ \_\_\_\_\_ – Balance to be paid as follows: \_\_\_\_\_ .

Agreed upon and signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee

Fletcher Property Management Inc., CRMC®  
Agent for Owner

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee



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## Addendum to Lease: Animal Fee Agreement

This policy does not apply to medically prescribed assistant, companion or service animals.

There are absolutely **NO ANIMALS ALLOWED** (defined as any living organism other than human) on the property unless specified in this agreement and Lessee agrees to immediately pay the non-refundable sum of Two Hundred Dollars (\$200.00) per animal for any found on the property in violation of the lease.

Lessee, \_\_\_\_\_ is required to pay a **NON-REFUNDABLE** sum of \_\_\_\_\_ Dollars (\$) to be held by  Agent for Owner to keep **ONLY** the animal(s) named \_\_\_\_\_ and described as \_\_\_\_\_ on the premises at \_\_\_\_\_. Named animals  are  are not allowed to be inside the home at any time. Lessee guarantees the faithful performance of all the covenants and conditions of the attached Lease Agreement.

Lessee agrees to:

- 1) keep the animal(s) under control at all times;
- 2) keep animal(s) restrained, but not tethered, when outside the dwelling;
- 3) adhere to local ordinances, including leash and licensing requirements;
- 4) not leave animal(s) unattended for any unreasonable periods;
- 5) clean up after animal(s) and to dispose of animal(s) waste properly and quickly;
- 6) not leave food or water for animal(s) outside the dwelling where it may attract other animals;
- 7) keep animal(s) from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy, immediately, any complaints made through Agent for Owner;
- 8) provide animal(s) with regular health care, to include inoculations as recommended;
- 9) provide animal(s) with an identification tag;
- 10) pay immediately for any damage, loss or expense caused by animal(s),
- 11) have the inside and outside of premises professional treated for fleas and ticks upon the animal(s) vacating the premises (**Agent for Owner will NOT be responsible for any such treatments at any time: before, during, or after occupancy**);
- 12) furnish the Agent for Owner with a picture of the animal(s);
- 13) provide proof of \$300,000 Liability Insurance Coverage, naming Owner and Agent for Owner as additional insured and paid for entire term of lease, for any allowed dog;
- 14) **allow only the animal(s) listed in this agreement may be on the premises, no other animal(s) may be substituted;**
- 15) that Agent for Owner reserves the right to revoke permission to keep any and all animals should Lessee break any part of this Animal Fee Agreement.

**NOTE: This non-refundable Animal Fee does NOT limit your liability for damages caused by animals on the premises.**

Received \$ \_\_\_\_\_ – Balance to be paid as follows: \_\_\_\_\_.

NOTE: In the event payments are not made as agreed you will be in default of your lease and we will be forced to pursue legal means of eviction.

Agreed upon and signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee

Fletcher Property Management Inc. CRMC®  
Agent for Owner

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee



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## Addendum to Lease: Mold Agreement

This agreement is between, \_\_\_\_\_ Owner & Fletcher Property Management, Agent for Owner & \_\_\_\_\_, Lessee for the premises located at: \_\_\_\_\_.

Mold, mildew, spores and other microscopic organisms and/or allergens (collectively referred to as Mold) are environmental conditions that are common in residential properties and may affect the property. Mold, in some forms, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property.

Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all molds are readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. It is important that we work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Residents can help minimize mold growth in their homes by taking the following actions:

- Open windows during dry weather. Proper ventilation is essential. If it is not possible to open windows, run the fan on the home-air handling unit to circulate fresh air throughout your home and use ceiling fans if present
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50 and 80 degrees Fahrenheit within your home at all times.
- Clean and dust your home on a regular basis. Regular vacuuming, mopping and the use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry walls and floors around sink, bathtub, shower, toilets, and window and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas like countertops, windows and windowsills.
- Use the pre-installed bathroom fan or alternate ventilation when bathing or showering and allow the fan to run until excess moisture has been vented from the bathroom. Keep shower curtain in bathtub.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has been vented from the kitchen. Remove garbage regularly.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean lint screen after every use. Do not dry clothes by hanging them indoors.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or a towel.
- Thoroughly dry any spills or pet urine (NO PETS ALLOWED without written permission) on carpeting and clean carpet.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.

If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, lessee(s) agree to clean the areas with soap (or detergent) and a small amount of water, let dry; and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover, or Clorox Cleanup.

Lessee(s) agrees:

- that Agent for Owner may conduct inspections of the home at any time with reasonable notice
- To be held responsible for property damage to the dwelling and any health problems that may result from Lessee(s) failure to comply with this agreement. Noncompliance includes but is not limited to Lessee(s) failure to notify Agent for Owner of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease and Agent for Owner shall be entitled to exercise all rights and remedies it possesses against Lessee(s) at law or in equity and Lessee(s) shall be liable to Agent for Owner for damages sustained to the Leased Premises.
- To hold Agent for Owner harmless for damage or injury to person or property as a result of Lessee(s) failure to comply with the terms of this Agreement.
- To hold Agent for Owner harmless and to look solely to the property Owner in the event of any litigation or claims concerning injury, damage, or harm suffered due to mold.
- To IMMEDIATELY report the following in writing to Agent for Owner:
  - Any evidence of water leaks or excessive moisture in your home, storage room, garage, or any common area.
  - Any leaks under sinks or at washing machine hoses. Damage caused by leaky washing machine hoses are solely Lessee(s) responsibility unless appliance is provided and maintained by Owner.
  - Any evidence of mold growth that cannot be removed by cleaning area with common household cleaner.
  - Any area of mold that reappears despite regular cleaning.
  - Any failure or malfunction with your plumbing, heating, ventilation, air-condition system, or laundry system. As your lease provides do not block or cover any of the heating, ventilation, or air-conditioning ducts in your home.
  - Any inoperable windows or doors.
  - Any musty odors that you notice in your home.

Agent for Owner reserves the right to terminate the tenancy and Lessee(s) agree to vacate the premises in the event Agent for Owner in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Lessee(s) or other persons and/or Lessee(s) actions or inactions are causing a condition which is conducive to mold growth.

Fletcher Property Management cannot suggest, refer, recommend, or infer that you should or should not use a Mold Inspector. Should you desire an inspection by a Certified Mold Inspector, you should contact an Inspector who has been authorized to capture mold samples or air samples for laboratory testing. No warranty, representation or recommendation can be made by any agent or representative of this Company concerning any Mold Inspector. The person(s) signing this disclaimer is STRONGLY URGED to independently determine the competency of any Mold Inspector to be used in connection with the rental of this property.

By signing this form in the space below, it is acknowledged that the disclaimer listed above has been read and understood, that the Company has fully complied with the policy outlines herein and that I/we understand our responsibility to independently choose and determine the competency of our Mold Inspector.

THIS AGREEMENT IS BETWEEN THE LESSEE(S) AND THE AGENT FOR OWNER. THIS AGREEMENT IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS A CONFLICT BETWEEN THE LEASE AND THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL GOVERN.

Agreed upon and signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee

\_\_\_\_\_  
Fletcher Property Management Inc., CRMC®  
Agent for Owner

\_\_\_\_\_, Lessee

\_\_\_\_\_, Lessee