

LEASE CONTRACT
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This lease, made and entered into on _____ by and between: **Lessor**, hereinafter

called Lessor, and _____ hereinafter called Lessee(s). Lessor, in consideration of the rents to be paid by Lessee(s), as hereinafter set forth, and hereto, does hereby lease, upon the terms and conditions hereafter stated, unto Lessee(s) the following described premises:

Starkville, MS, 39759

TERMS:

The term of this lease shall be for a period of _____ months, to commence on _____ 12:01 AM and to end on _____ at 11:59 PM. Refer to Section (22) Move-In Date for more info.

RENTAL:

The Lessee(s) agree to pay unto Lessor a total of \$ _____ for the above stated lease period to be paid in

monthly lease payments of \$ _____. This lease payment is to be paid in advance on the 1st day of the month until the term of this lease has expired. **Lessee(s) agrees to submit lease payments online via the tenant portal to the Lessor. There is a nominal fee when using a checking or savings account, and a higher convenience charge if a credit/debit card is used.** If lease payment is not received by five (5) days after due date, a late charge of \$ 25.00 will be added to the lease payment for that month. If a late lease payment is received and accepted by Lessor without a late charge, this late charge may be withheld from Lessee(s) deposit. If lease payment has not been received by fifteen (15) days after above due date, Lessor reserves the right to notify Lessee to vacate premises within fifteen days. If this occurs, Lessee(s) will forfeit deposit and will not be released from lease terms until premises are again leased and any discrepancies in lease agreement, either previously or hereinafter, have been satisfied. If more than one party is responsible for the total lease payment, partial payment will not be accepted as it will be the responsibility of these parties to make lease payment in whole as described in this lease agreement. If any check/EFT/Credit Card charge received by Lessor for lease payment, deposit, or any other associated charge to Lessee is returned unpaid to Lessor, a charge of \$40.00 will be assessed to Lessee(s) and Lessee(s) will have five (5) days to render amount of returned payment to Lessor in good order and in cash or certified funds (US Currency) if Lessor so requests.

DEPOSITS:

The Lessee(s) herein agree to deposit with Lessor the amount of \$ _____ to insure faithful compliance with the terms of this lease. Lessee(s) agree(s) to return 2 keys to Lessor on the last day of this lease. A charge of \$2 will be assessed for any keys not returned. After Lessee(s) have vacated premises, Lessor will inspect the premises, its fixtures, its appliances, and its contents. Upon demand of Lessee(s) and finding such as clean and in as good a condition as they existed at the beginning of this lease, ordinary wear and tear expected, the Lessor will refund said deposit to Lessee(s), less mandatory cleaning fees mentioned in Section (23) Cleaning Fees and elsewhere, providing Lessee(s) have complied with all other provisions of this lease. The Lessee(s) herein will be held liable for any amount greater than that of said deposit which is necessary to clean and/or repair the premises, its fixtures, its appliances, and its content/furnishings. The said deposit shall also be used to cover cleaning fees, utilities, unpaid late charges on lease payments, loss of keys, charges for re-keying of locks, and any charge/costs to Lessor brought about by Lessee(s) non-compliance with the terms of this lease. Lessee(s) liability for damages includes premises involved in this lease (interior and exterior), the common areas of the property on which Lessee(s) premises is located, the interior or exterior of any other living unit on the property, and any other structure or property of Lessor located on such property. Lessee understands that deposit will be forfeited if full term of lease period is not honored. **It is hereby understood that if deposit is received and lease signed, deposit is forfeited if Lessee(s) cancels lease agreement, even if they never occupied premises.**

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LESSEE(S) AGREE(S) AS FOLLOWS:

(1) **Default:** It is agreed that if default be made in the lease payments as stated herein, or any part thereof, or any other violation of the terms of this lease, this lease may be declared forfeited and void by Lessor. Notification of default or breach may be provided to Lessee(s) through the methods outlined in Section (33) "Breach Notification." It is agreed that Lessor may enter Lessee(s) premises after default of lease and repossess said premises. Lessee(s) agree(s) to pay Lessor's attorney's fees, court costs, and any other expenses incurred in the collection of any lease payments or in the enforcement of any covenant or agreement herein contained. Lessor shall not become a trespasser by taking possession of premises and there shall be no variation of agreed lease payment or terms of this lease unless agreed to by Lessor in writing.

(2) **Illegal/Obnoxious Use Prohibited:** Not to use nor permit the premises to be used for any illegal or improper purpose, nor permit any disturbance, noise, or annoyance whatsoever detrimental to the occupants of said premises or adjoining or neighboring dwellings/properties either on or outside Lessor's property. No conduct will be permitted inside or outside Lessee(s) premises which will be deemed by Lessor to be obnoxious or offensive to Lessor or adjoining/surrounding tenants or property owners.

_____ (3) **Authority to Enter:** To permit Lessor and/or authorized maintenance individuals to enter the premises, with or without notification, for purposes of inspection, repairs, equipment replacements, or showing of the premises to prospective Lessee(s), purchasers, mortgagees, or any other persons having legitimate interest therein. If an animal is present on the premises, Lessee(s) must ensure the animal is secured or removed, in accordance with Section (32) "Maintenance Requests with Animals." Failure to comply may result in delays or additional charges as outlined in Section (32). Also, see Section (4) Repairs-Notification Required.

_____ (4) **Repairs-Notification Required:** To notify Lessor of any needed repair or malfunction of any plumbing, electrical, or heating/cooling system and any item that needs to be attended to. After notification, Lessor will respond to any reasonable and correctable problem as soon as arrangements can be made. At no time will Lessee(s) engage any party in the repair or replacement of any such item except with the permission of Lessor. If any maintenance issue is determined to have been caused by Lessee(s) neglect or misuse, repair costs may be billed back to Lessee(s) at Lessor(s) discretion. Maintenance providers operate on their own schedules and obtain keys from our office to access the premises. Lessee(s) understand and agree that Lessor may not know exact entry times for maintenance work.

_____ (5) **Insurance Required:** To provide insurance for fire, theft, vandalism, etc. of contents of premises & liability coverage. Lessor provides no insurance for the contents of Lessee(s) premises. Lessor is not responsible for theft, vandalism, or any damage of property belonging to Lessee(s) located outside leased premises located in common areas or any other portion of Lessor's property. See (29) Renter's Insurance for mandatory coverage limits.

_____ (6) **No Subleasing Nor Assignment.** The Lessee(s) shall not assign, sublet, or otherwise transfer any interest in the leased premises. Any attempt to do so shall be null and void and shall constitute a material breach of this lease. The lessee(s) is liable for the performance of all terms and conditions of this lease for the entire lease period. Lessee(s) further agree(s) not to allow additional occupants for an extended period of time without notification and permission of Lessor. Lessor will have the option of allowing additional occupants for an additional monthly/yearly charge or notifying Lessee(s) for the immediate vacating of such additional occupants.

(7) **Parking** To use only the allotted number of parking spaces for leased premises. To be responsible for visitors and guests not occupying parking spaces allotted to the adjoining or surrounding rental units, driveways, etc. Lessee(s) further agree(s) not to keep boats, trailer, non-functional vehicles, etc. in allotted parking areas, common areas, drives, etc. Lessee(s) will be responsible for visitors parking off Lessor's property. Any vehicles or items found in violation of this provision may be towed or removed at the sole

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discretion of the Lessor, and all associated costs shall be the sole responsibility of the Lessee(s). Towing or removal may occur without additional notice to Lessee(s).

_____ (8) **Alteration of Property Prohibited/Hanging Pictures:**

Lessee(s) will not remove any items belonging to Lessor or being a part of the leased premises from the leased premises, common areas, or any part of Lessor's property. Lessee(s) further agree(s) not to improve, alter, or make attachments to and/or add to, in any way whatsoever, the leased premises, its contents, fixtures, or appliances without prior written consent of Lessor.

_____ Lessee(s) will not put nails in doors, door facings, nor place any type of adhesive materials to the same. **Hanging of pictures on walls is permitted with slanted nail hooks, 3M Claw Hooks, thumbtacks, or monkey-type hooks. However, no more than one (1) item may be hung per wall. Pairs, collages, or groupings of any nature are prohibited.**

Lessee(s) will not hang any items from the ceiling nor place bicycles inside the living area. Any damage caused using 3M Adhesive Command Strips/Hooks will be charged back to Lessee(s). Excessive holes, markings, or wall damage, as determined at Lessor's sole discretion, will be deemed excessive and the cost of repair may be withheld from the security deposit.

Lessee(s) further agree not to use any furniture or fixture inside the premises that is filled with any liquid substance.

(9) **Garbage Removal:** Lessee(s) will be responsible for removal of garbage from premises, the placement of such in acceptable plastic bags which will be closed at the top, and the placement of such garbage at a place designated by Lessor at times designated by Lessor. Any scattering of such garbage resulting from non-compliance will become the responsibility of the Lessee(s). Lessee(s) is/are further responsible for any litter immediately outside leased premises, or any litter generated by Lessee(s) in the common areas, parking areas, other leased premises, or any part of Lessor's property.

(10) **Cleanliness:** Lessee(s) will be responsible for keeping the inside of leased premises reasonably clean at all times, including appliances and all fixtures.

(11) **Utilities:** Lessee(s) agree(s) and understand that utility bills, deposits, or charges arising from same will be the responsibility of the Lessee(s) for the entire lease period. Any utility expense imposed on Lessor during lease period will be charged back to tenant and/or held from deposit as necessary.

(12) **Hold Harmless:** Lessee(s) understand(s) that if Lessee(s) and/or guest(s) are injured or come to harm on premises, Lessor shall in no manner be responsible or held liable for such injuries or harm, and Lessee(s) and/or guest(s) shall hold Lessor harmless for any and all such injuries and harms.

(13) **Private Residence:** Lessee(s) agree that leased premises shall be used and occupied by Lessee(s) exclusively as a private residence, and no part of premises shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind. Lessee(s) shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of leased premises.

(14) **Property Examined:** Lessee(s) stipulate that an examination of the leased premises has been made and the premises are, at the time of this lease, in good order, repair, and in a safe, clean, and livable condition.

(15) **Total Loss:** Lessee(s) agree and understand that if any or all portions of leased premises become partially or totally damaged by

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fire or other casualty, the premises may be repaired or rebuilt at the option of Lessor. If such occur, lease payments will be suspended during the time that the premises are unlivable, but if Lessor decides not to repair/rebuild the premises, the terms of this lease will end and lease payment prorated to the time of damage or destruction.

(16) **Dangerous Articles Prohibited:** Lessee(s) will not keep or have on leased premises any article or thing of a dangerous, flammable, explosive, or poisonous character which would unreasonably increase the chance of fire, accident, or harm.

_____ (17) **Renewal Notification Deadline:** Lessee(s) agree that if Lessee(s) are to remain in possession of the leased premises with the consent of Lessor after the natural expiration of this lease, a new lease will be entered into.

This new lease must be signed on or before November 30th, _____ Lease contract amounts, terms, and covenants may be altered at time a new lease contract is entered into by Lessee(s) and Lessor.

(18) **Abandonment:** If during the term of this lease, Lessee(s) abandons leased premises or any part thereof, Lessor at his option may enter leased premises without being liable for any prosecution therefore and without becoming liable to Lessee(s) for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee(s) relate the leased premises, or any part thereto, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Lessor's option, hold Lessee(s) liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee(s), then Lessor may consider any personal property belonging to Lessee(s) and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

_____ (19) **Occupancy Limit:** Not more than _____ person(s) shall occupy the premises without the express written consent of Lessor.

_____ (20) **Legal Age to Bind & Agreement:** The Lessee(s) herein specifically state and warrant that he, she, or they are of legal age and capacity to execute this contract, and that he, she or they have read, understand, and agree to all the terms and conditions of this lease and are bound by the same; that if he, she, or they are not of legal age, a parent or guardian of legal age will sign and be bound to terms of this contract.

(21) **Property Damage:** Should Lessee(s) or their guest at any time damage the leased premises, its fixtures, furnishings, and/or appliances or parts thereof, and refuse to immediately compensate Lessor for such damages and/or abuses, then and in that event, notwithstanding any other condition of this lease, the Lessor may have each and every occupant evicted and may retain all deposits as liquidated damages, as well as pursuit of remedies at law and equity.

_____ (22) **Move-In Date:** Lessor reserves the right to have up to five days from beginning of contract period to perform required maintenance and cleaning and to prepare premises for new Lessee(s). The Lessee(s) is required to have electricity service connected for their unit during this time. Furthermore, this means that move-in day will be the (6th) day from the Lease Start Date.

_____ (23) **Cleaning Fees:** Cleaning fees will be withheld from the security deposit at the end of the lease term. A general cleaning fee will be assessed based on the condition in which the premises is left. Additionally, if animals are approved during the

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lease term, additional cleaning fees will be deducted, as outlined in Section (30) "Animals."

_____ (24) **Grills/Heaters:** Grills of any type, gas or propane heaters, and/or any devices or items with an open flame are strictly prohibited on covered porches, covered patios, and prohibited on apartment balconies entirely. Per Starkville Municipal Code incorporating the 2021 International Fire Code, 308.1.4 Open-Flame Cooking Devices - "**Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.**"

(25) **Keys:** Keys will not be issued to Lessee until proof of electricity is shown to Lessor. i.e. copy of receipt from paying deposit to the appropriate utility provider and a form showing connect date on or before the start date of lease agreement.

_____ (26) **Smoking:** Smoking of any kind, including but not limited to tobacco, marijuana, e-cigarettes, vaping devices, or any other substance, is strictly prohibited inside, outside, or on the premises anywhere, at any time. This policy is in place to maintain the health, safety, and comfort of all residents and to prevent damage or odors that can affect the property and neighboring units.

_____ (27) **MREC Disclosure:** Lessor is a licensed MS Real Estate Broker. Lessee(s) understands that Danielle Heitzmann, Broker, dba Kraker Properties, is licensed by the Mississippi Real Estate Commission and operates as a property manager. Danielle Heitzmann, Broker, dba Kraker Properties, provides brokerage services exclusively to the property owner and does not represent the Lessee(s) in any capacity. As a property manager, Danielle Heitzmann, Broker, dba Kraker Properties, owes the property owner the fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence in the management of their property. By signing below, I acknowledge that Danielle Heitzmann, Broker, dba Kraker Properties, is not acting as my agent nor representative, and that I am considered a customer in this transaction. I understand that Danielle Heitzmann, Broker, dba Kraker Properties, is obligated to provide me with honesty and fair dealings, and to disclose any known facts that materially affect the value or condition of the property, which are not known to or readily observable by me or any other parties in this transaction.

_____ (28) **Wall Mounts/Adhesive LED Light Strips**
Lessee(s) are **strictly prohibited** from installing **TV wall mounts, LED light strips**, or using **adhesive strips of any kind** on walls, ceilings, or surfaces. Such installations are **automatically considered to cause damage** to the leased premises.

If any **prohibited items** are installed, a **non-refundable repair fee of \$150 per TV wall mount and \$150 per LED light strip or adhesive strip** will be charged to Lessee(s) at the end of the lease term. These fees may be **deducted from the security deposit or billed directly** to Lessee(s) at the **sole discretion** of the Lessor.

_____ (29) **Renter's Insurance**

Mandatory Coverage: Lessee(s) shall maintain a valid renter's insurance policy throughout the term of this lease.

The policy must include:

- **Contents Coverage:** A minimum of \$10,000 in contents coverage, with the recommendation to consider higher coverage based on individual needs.
- **Liability Coverage:** A minimum of \$100,000 in personal liability coverage.
- **Lessor Listed as Additional Insured:** Lessee(s) shall list the Lessor as an additional insured party on the renter's insurance policy.
- **Proof of Insurance:** Lessee(s) must provide a copy of the insurance policy or a certificate of insurance, listing Lessor as

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Additional Insured, to Lessor prior to move-in and at any renewal of the policy. Failure to provide proof of coverage constitutes a breach of this lease agreement.

- **Noncompliance:** Should Lessee(s) fail to maintain renter's insurance as required, Lessor reserves the right to obtain a policy on Lessee(s)' behalf, the cost of which will be added to Lessee(s)' rent payments, or Lessor may terminate this lease agreement with notice.

_____ **(30) Animals**

Animal Allowance Designation:

The following designation applies to the leased premises:

Animals Are NOT Allowed – Lessee(s) shall not keep or permit any animals on the premises under any circumstances.

Bringing an UNAUTHORIZED ANIMAL onto the premises will result in an IMMEDIATE PENALTY FEE equal to ONE (1) MONTH'S RENT in additional to other fees stated elsewhere and may lead to POSSIBLE EVICTION for non-compliance with the animal policy outlined in this lease.

Animals Are Allowed – Lessee(s) may keep animals on the premises with prior written approval from the Lessor (See (31) Animal Approval Process), executed Animal Addendum, payment of \$300 Animal Privilege Fee per approved animal, and in compliance with all terms outlined in this section. (See additional fees under Animal Fees below)

Bringing an UNAUTHORIZED ANIMAL onto the premises will result in an IMMEDIATE PENALTY FEE equal to ONE (1) MONTH'S RENT in additional to other fees stated elsewhere and may lead to POSSIBLE EVICTION for non-compliance with the animal policy outlined in this lease.

Local Registration Requirement: For properties located within the city limits of Starkville, Mississippi, any dog approved by the Lessor must be registered with the Oktibbeha County Humane Society (OCHS). Lessee(s) must provide proof of such registration to the Lessor within ten (10) days of the dog's approval.

Restricted Animals: The following animals are strictly prohibited on the premises under any circumstances:

- Any dog with a prior bite history.
- The following dog breeds or mixed breeds:
 - American Staffordshire Terrier
 - Pit Bull
 - Bull Terrier
 - Rottweiler
 - Dingo
 - Chow
 - Presa Canario (a.k.a. Canary Dog or Canary Island Dog)
 - Italian Mastiff (a.k.a. Cane Corso)

Animal Fee(s):

Animal Privilege Fee: For properties that allow animals, and with proper application & provisional approval as per section (31) Animal Approval Process, Lessee(s) shall pay a **one-time, non-refundable \$300 Animal Privilege Fee per Approved Animal.**

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Move-Out Cleaning Fee - Animals: In addition to the general cleaning fee specified elsewhere in this lease, a **cleaning fee of \$200 per animal** will be deducted from the security deposit at the end of the lease term. This fee covers additional cleaning and deodorizing required due to the presence of animals on the premises.

Move-Out Pest Treatment Fee – Animals: A **mandatory pest treatment fee of \$250 per animal** will be charged to Lessee(s) at the conclusion of the lease term. This fee ensures proper pest control and sanitation of the premises following occupancy by pets.

Infestations - Animals: If a flea, tick, or other animal-caused pest infestation occurs during the term of this lease, or found upon move-out inspection by Lessor, Lessee(s) shall bear full responsibility for the cost of professional extermination services.

Lessor reserves the right to deduct additional costs from the security deposit if further cleaning or pest treatment is deemed necessary beyond standard procedures.

Bringing an UNAUTHORIZED ANIMAL onto the premises will result in an IMMEDIATE PENALTY FEE equal to ONE (1) MONTH'S RENT in addition to other fees stated elsewhere and may lead to POSSIBLE EVICTION for non-compliance with the animal policy outlined in this lease.

Damage and Liability: Lessee(s) are fully responsible for any and all damage caused by an animal, whether approved or not, including damage to the premises, common areas, or neighboring properties. Repair costs will be deducted from the security deposit or billed directly to Lessee(s).

Violations: If any unauthorized animal is found on the premises during the lease term, or evidence that an unauthorized animal had been on the premises during lease term upon move-out inspection by Lessor:

- Lessee(s) will be charged an immediate penalty fee equal to one (1) month's rent, regardless of whether the animal is removed upon discovery.
- Lessee(s) must remove the unauthorized animal within 24 hours of notice from the Lessor.
- Failure to remove the animal within the specified time frame will result in additional fines as determined by the Lessor and/or potential termination of the lease.

Animal Waste Removal: Lessee(s) are responsible for the immediate and proper removal (aka bagged and trashed) of all animal waste from inside and outside of the premises including but not limited to yards, bushes, landscaping, sidewalks, and common areas. Animal waste **may not be left on the ground, in landscaping, or in any other area** of the property. Failure to remove animal waste may result in a cleaning fee of \$50 per occurrence, which will be charged to the Lessee(s). Repeated violations may constitute a breach of this lease, leading to fines, animal removal, or termination of the lease at the Lessor's discretion.

Maintenance: Lessee(s) are responsible for ensuring that animals are properly restrained or removed during maintenance activities, as outlined in Section (32).

(31) Animal Approval Process

IF animals are allowed at the property per Section 30-Animals, the following approval process must be followed before the animal is to come onto the premises.

1. **Submission of Approval Request**

- **Written Request:** Lessee(s) must submit a written, emailed request to the Lessor at KrakerRentals@gmail.com seeking approval for any animal they wish to keep on the premises.
- **Required Details:** The request must include:
 - Type, breed, age, and weight of the animal.

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- Vaccination records, including proof of up-to-date rabies and other required immunizations.
 - Proof of spaying or neutering, if applicable.
 - Any prior behavioral issues or bite history.
2. **Lessor Review and Decision**
- **Review Timeline:** Lessor will review the submitted request and may take up to five (5) business days to approve or deny the request.
 - **Factors for Consideration:**
 - Suitability of the animal for the leased premises (size, breed restrictions, etc.).
 - Compliance with local and state laws, including registration requirements.
 - Potential impact on neighboring tenants and the property.
3. **Provisional Approval or Denial Notification**
- **Provisional Approval:** If provisionally approved, Lessee(s) will receive written confirmation, and a Animal Addendum will begin to be drafted.
 - **Denial:** If denied, Lessor will provide a written explanation, and the Lessee(s) will be prohibited from bringing the animal onto the premises.
4. **Execution of Animal Addendum**
- **Animal Addendum Requirements:** Upon provisional approval, ALL Lessee(s) must sign a Animal Addendum outlining:
 - Specific details about the approved animal(s).
 - Additional animal-related fees and acknowledgement of the end of lease animal cleaning charges (\$200 per animal)
 - Responsibilities for care, supervision, and adherence to property rules regarding the animal.
 - **Animal Fees:** One-Time Non-Refundable Animal Privilege Fee of \$300 per Approved must be paid prior to the animal being brought onto the premises.
5. **Compliance with Local Registration Requirements**
- **Proof of Registration:** Lessee(s) must comply with local registration requirements as outlined in Section (30).
6. **Violation of Approval Process**
- **Unauthorized Animals:** Animals brought onto the premises without following the prior approval process will be deemed unauthorized, and Lessee(s) will face penalties as outlined in “Section (30) Animals – Violations”, including a penalty fee, required removal, and potential lease termination.
7. **Revocation of Approval**
- **Grounds for Revocation:** Lessor reserves the right to revoke animal approval for repeated lease violations, safety concerns, or failure to adhere to the terms of the Animal Addendum.
 - **Notice and Removal:** If approval is revoked, Lessee(s) will have 24 hours to remove the animal from the premises.

(32) Maintenance Requests with Animals

Animal Restraint During Maintenance:

If Lessee(s) submit a maintenance request that requires entry into the leased premises and an animal is present, **Lessee(s) must ensure the animal is fully restrained or removed from the premises *before* maintenance personnel arrive.** Failure to do so may result in delays, additional charges, or rescheduled services.

Notice and Access:

Maintenance providers operate on independent schedules and access the premises using keys from our office. Lessee(s) understand and agree that **Lessor cannot guarantee exact entry times.** It is the sole responsibility of Lessee(s) to ensure that the premises are safe for entry by **properly securing or removing all animals.**

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Missed Maintenance Visits:

If maintenance personnel are unable to complete the requested work due to the presence of an unrestrained animal, **Lessee(s) will be charged a non-refundable missed service fee of \$50** and required to reschedule the visit.

Indemnity and Liability Waiver:

Lessee(s) agree to **hold Lessor and maintenance personnel harmless** for any delays, additional costs, or damages resulting from failure to restrain or remove animals from the premises. **Lessor and/or maintenance personnel shall not be responsible or liable if any animal escapes from the premises during maintenance visits, regardless of the circumstances.**

(33) Breach Notification

Method of Notification: In the event of a breach of this lease agreement by Lessee(s), Lessor reserves the right to notify Lessee(s) via any of the following methods:

- Written notice delivered to the leased premises.
- Email to the address(es) provided by Lessee(s) in this agreement.
- SMS text message to the phone number(s) provided by Lessee(s) in this agreement.

Acknowledgment of Receipt: Lessee(s) agree that notices sent via email or SMS are deemed delivered and received at the time of transmission. It is the responsibility of Lessee(s) to ensure that their provided contact information remains up-to-date and accessible.

Legal Compliance: This clause is intended to comply with all applicable provisions of Mississippi Landlord-Tenant Law regarding notice requirements. In the event of conflict, statutory notice provisions will prevail.

_____ **(34) Voluntary Pre-Move-Out Inspection/Damage Admission:**

Lessee(s) may voluntarily request a pre-move-out inspection up to **45 days prior to the end of the lease term** to identify any damages caused during the lease period. If damages are disclosed during this inspection:

- Lessee(s) may arrange for repairs using vendors from Lessor's approved list.
- By arranging repairs directly, Lessee(s) can pay the vendor directly without incurring additional management markups.
- Any undisclosed or newly discovered damages found after Lessee(s) vacate will be subject to **full repair costs, including administrative fees**, which may be deducted from the security deposit or billed directly to Lessee(s).

Failure to schedule or participate in the voluntary inspection does not exempt Lessee(s) from responsibility for damages found after move-out.

_____ **(35) Property Damage Beyond Normal Wear & Tear:**

Lessee(s) acknowledge that the following types of damage – including but not limited to those caused by animals – are considered **beyond normal wear and tear** and will be the financial responsibility of Lessee(s):

- **Busted interior doors**
- **Chewed or damaged trim**
- **Deep gouges or excessive scratches in flooring**
- **Broken or damaged baseboards**
- **Broken blinds**
- **Large holes in sheetrock**
- **Other harm to interior fixtures and surfaces**

Light surface scratches, minor scuffs, and general signs of aging may be considered normal wear. **Small nail or screw holes** are expected but must be **properly patched by Lessee(s) prior to move-out** using appropriate materials such as **Dap DryDex Spackling** or similar products. Failure to patch holes may result in repair charges.

If such damage is identified:

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- Lessee(s) may voluntarily request a **pre-move-out inspection** as outlined in Section (34) to mitigate costs by arranging repairs with approved vendors.
- Any damages not disclosed prior to move-out will be repaired at **market rates**, with associated costs **deducted from the security deposit** or **billed directly** to Lessee(s).

_____ **(36) Special Provisions:**

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In Witness Whereof, the Lessor and Lessee(s) have executed the instrument in duplicate, each being deemed and original, on

Date

Lessor's Agent:

Gayle Kraker or Danielle Heitzmann

Lessee(s):

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Renter's Insurance Information to give to Insurance Agent for Policy

Policy Limits: **Contents Coverage – Minimum \$10,000**
 Liability Coverage – Minimum \$100,000

Please add Lessor as Additional Insured:

*****Lessor's Name*****

c/o Kraker Properties

501 S. Montgomery St, #19

Starkville, MS 39759

(662) 617-0858

KrakerRentals@Gmail.com

Insurance Agent : Please email a Certificate of Insurance to Lessor with at least the minimum coverages & Lessor added as additional insured as listed above to KrakerRentals@Gmail.com