



RENTHOTSPRINGSVILLAGE.COM™

Hot Springs Village Rentals TM
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RENTAL CONTRACT

1. Between Lessee(s) _____ and Owner _____ on property located at _____ in _____ County, Hot Springs Village, Arkansas, 71909, for a _____ month term commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.
2. Notice. At least thirty (30) days written notice of intent to vacate must be given to Manager prior to move-out. Written notice must be received prior to the first of the month in order to vacate at the end of that month. Otherwise, if notice is received after the first of the month, then the time period will carry through until the end of the next month. In any event, Lessee shall be liable for rent through the ending date of the above lease term. At least thirty (30) days written request for a new lease must be given to Manager prior to expiration of current lease.
3. Deposit. Lessee agrees that security deposit(s) shall be the total sum of \$ _____ payable at the signing of this contract. Refunds shall be made as described in paragraphs 20-22 below.
4. Rent. Lessee(s) will pay \$ _____ per calendar month for rental, payable in advance and without demand at Century 21 HSV Realty, on or before the 1st day of the month. If rental is not paid by the 5th of the month, Lessee agrees to pay a late charge of \$50.00. Lessee agrees to pay a \$150.00 charge for each returned check. The prorated rental from the date of move-in to the first of the following month is \$ _____. Lessee's right to possession is expressly contingent on the prompt payment of rent and the use of the premises by Lessee is obtained only on the condition that rent is paid on time. All rent and other sums must be paid in one monthly check.
5. Utilities. Owner will furnish the following utilities: _____. Lessee shall pay for all other utilities. All utilities shall be used only for ordinary household purposes. Water/trash billing statements are sent in care of Century 21, H.S.V. Realty, who in turn forwards to the tenant for payment directly to the Hot Springs Village Property Owners Association. Water/trash bills that require calculation of prorate usage shall be paid in full and written request shall be forwarded to the Lessee for reimbursement of prorate portion.
6. Property will be occupied and used as a private residence by the undersigned.
7. No pets or subletting. Lessee will not permit a pet, even temporarily, anywhere in the house or townhouse unless permission is granted, in writing by the Owner. The presence of a pet will subject Lessee to the penalties, damages, deductions, and termination provision as set forth in paragraph 8 below. There shall be no subletting or assignment.
8. Pet charges. If a pet is kept on the premises by anyone without prior written permission, a penalty of \$25.00 per day will be charged, payable immediately; and in addition, such will be cause for termination by owner of Lessee's right of occupancy and/or suit for damages, in the judgment of the Owner. Also, if a pet has been kept on the premises at any time by anyone (with or without permission) a deduction may be made for carpets to be professionally cleaned and free of fleas. If Owner gives written consent for a pet, than a \$250.00 minimum pet deposit will be required.
9. Condition of the premises. Lessee has examined and accepted the house/townhouse, fixtures and or furniture as is. Lessee shall have the right to report defects or damages to Manager within 24 hours after Lessee is given possession of the house/townhouse, and is given a move-in inventory and condition form(for purposes of security deposit refund).

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Lessee shall use reasonable diligence in care of the house/townhouse and may not make any alteration of Owner's property or fixtures without written consent of Owner or Manager. No holes shall be drilled into the walls, woodwork or floors. No waterbeds. No changing of locks or additional locks shall be permitted except by Owner's or Manager's written permission. Lessee will not remove Owner's fixtures, furniture and/or furnishings from the house/townhouse for any purpose. When moving out, Lessee agrees to surrender house/townhouse in the same condition as when received, reasonable wear expected.

10. Reimbursement by Lessee. Lessee agrees to reimburse Owner promptly for any loss, property damage or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Lessee, his agents, family or guests. Lessee shall be responsible for damage from windows or doors left open. Such reimbursement is due when Owner or Manager makes demand. Lessee is required to notify owner in writing of damages caused by negligence or improper use by Lessee, his agents, family or guests etc within 14 days. Owner's or Manager's failure or delay in demanding damage reimbursement, late payment charges or other sums due by Lessee shall not be deemed a waiver; and Owner may demand same at any time, including move-out.
11. Owner shall not be liable for any damages or losses to person or property caused by other Lessees or other persons. Owner shall not be liable for personal injury or damage or loss of Lessee's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other acts of God. **Owner requires that Lessee secures his own insurance to protect himself against all of the above occurrences and provide proof of insurance to Manager.**
12. Repairs and malfunctions. Lessee agrees to request all repairs and services in writing to Manager except in an extreme emergency when telephone calls will be accepted. In case of malfunction of equipment or utilities, or damage by fire, water or other cause, Lessee shall notify Manager immediately and Manager shall act with due diligence in making repairs; and rent shall not abate during such periods. If the damaged premises are unfit for occupancy and if Owner decides not to repair the building, Owner may terminate this contract by written notice to Lessee. If it is so terminated, rent will be prorated and the balance refunded along with deposit(s), less lawful deductions.
13. Lessee is responsible for pest services if needed or desired during the term of this lease, except for pre-existing conditions. Lessee is responsible for carpet cleaning costs after occupying the premises for a period of two (2) months or longer. Carpet cleaning is to be done by a professional carpet cleaner and work must be approved by Owner or Owner's agent. Lessee is required to change the air conditioning/heating filter at least every three (3) months; however, for optimum performance and lower utility bills, it is suggested that said filter be changed every month. Lessee is responsible for keeping rain gutters cleaned out regular outdoor maintenance is required. Lessee is required to maintain the yard, this includes, but is not limited to mowing, watering, removing weeds, trimming bushes/plants, keeping leaves and pine needles under control and keeping all walks/pathways clear and free from debris.
14. Lessee, his family and guests will comply with all written rules and regulations furnished to the Lessee. Lessee agrees that the conduct of himself, his family and guests shall never be disorderly, boisterous, or unlawful; and shall not disturb the right, comforts, or conveniences of other persons in the neighborhood. Lessee shall maintain and clean all patios/balconies and other areas which are reserved for Lessee's private use. Garbage shall be disposed of only in proper receptacles.
15. When Owner may enter. If Lessee, his guest or family is present, then Owner, Manager or servicemen may enter the house/townhouse during reasonable times for any reasonable business purpose. If such persons are not present, Owner, Manager or servicemen may enter at reasonable times for the following purposes: emergency, requested repairs, extermination, preventative maintenance, failure to return tools or appliances within the prescribed time, fire inspections, exercising contractual landlord's lien when Lessee is in default, showing house/townhouse to building inspectors, fire marshals, mortgage lenders, prospective purchasers, or insurance agents, or prospective Lessees (after lease termination has been given). Additionally, the right is reserved once notice to vacate has been given, to show the property to prospective tenants.
16. Default by Owner. Owner agrees to (a) properly maintain hot water, heater, and/or air conditioning equipment; (b) abide by applicable state and local laws regarding repairs; (c) make all responsible repairs, subject to Lessee's obligation to pay for damages caused by Lessee, his family or guests. Lessee may terminate this contract only if the Owner has not

attempted to make reasonable and necessary repairs to Lessee's house/townhouse within reasonable time after a written request.

17. If Lessee fails to pay rent or other lawful charges, when due; or if Lessee fails to reimburse Owner for damages, repairs or plumbing services cost when due; or if Lessee, his family, guests, or other occupants violate this contract or Owner's rules and regulations or applicable state and local laws; or if Lessee abandons the house/townhouse then Owner or Manager may terminate Lessee's right to occupancy by giving Lessee three days notice in writing, except, however, no prior written notice shall be required for filing eviction or damage suits for nonpayment of rent. Notice may be by mail or personal delivery to Lessee's house/townhouse. Such termination does not release Lessee from liability for future rentals. If Owner prevails in any suit for eviction, unpaid rentals, charges or damages. Lessee shall be liable for court costs and reasonable attorney's fees. If Lessee's rent is delinquent, Owner shall not be obligated to continue utilities, which are furnished and paid for by Owner.
18. Move out procedures. The 30 day notice provision in the contract will be strictly enforced. If Lessee moves out prior to the ending date of the lease term, renewal period or extension period, Lessee shall be subject to paragraph 15 hereof. Return of security deposit(s), cleaning and deduction will be governed by paragraph 20-22 below. Lessee would arrange with the Manager for prompt inspection using the move-in inventory and condition form.
19. Hot Springs Village Property Owners Association. Lessee(s) agrees to abide by all the rules and regulations adopted by the Property Owners Association and Townhouse Association of Hot Springs Village. Any violations shall be considered violation of the provisions of paragraph 14 above. Rules and regulations available online at www.hsvpoa.org and www.hsvtha.com.
20. Security deposit(s) will be refunded only after each and all of the following conditions have been met, and after the appropriate deductions, if any have been made: (1) At least 30 days written notice of intent to vacate must be given to Manager prior to the ending date of the lease term, renewal period, or extension period. (2) The full term of the rental contract (or any renewal or extension periods) must have ended. (3) At time of move-out, all rents must be paid in full through the end of the lease term, renewal period, or extension period. **Lessee may not apply security deposits to rent.** Lessee agrees that the full monthly rent will be paid on or before the due date each month, including the last month of occupancy. (4) Lessee must not stay beyond date Lessee is suppose to move-out, i.e. beyond the ending date of the lease term, renewal period, or extension period. (5) A written copy of the Lessee's forwarding address must be left with Manager. (6) The house/townhouse, including furniture and kitchen appliances, must be cleaned thoroughly. Move out cleaning instructions (if provided) shall be followed. If Lessee fails to clean house/townhouse reasonable charges to complete such cleaning shall be deducted for cleaning draperies, furniture, walls, etc., soiled beyond reasonable wear. (7) After inspection by Manager, appropriate charges will be deducted for any repairs to the house//townhouse or its contents (beyond reasonable wear); stickers, scratches, burns, stains, or holes, etc. A charge of \$50.00 per unreturned key will be made and \$70.00 per unreturned garage door remote will be made. Deductions will also be made for late payments and returned checks.
21. Inspection with Manager. When Lessee moves out, Lessee is urged to inspect the house/townhouse with Manager. This inspection will be conducted during normal working hours, using the move-in inventory and condition form.
22. Return of Deposit(s). After all of the above conditions have been complied with by Lessee and lawful deductions have been made, the balance of the security deposit (s) will be mailed to Lessee's forwarding address or addresses, along with an itemized account of any deductions within eight (8) weeks of vacating.
23. _____(Only valid if initialed by Manager)_____pet(s) under _____pounds are permitted. And a refundable pet fee of at least \$250.00 is required per animal.
24. _____(Only valid if initialed by Manager) Smoking is _____ or is not _____permitted in house/townhouse.
25. _____(Only valid if initialed by Lessee) If the house/townhouse is for sale, Lessee agrees to allow sales agents to show house/townhouse to prospective purchasers at all reasonable times, even if Lessee is not present (see paragraph 15). If house/townhouse is sold during the Lessee's lease:

[] Lessee will be given 60 days notice to vacate if new owner wishes.

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[] Lessee will be guaranteed through initial term of lease.

26. General. No oral agreements have been entered into and this agreement shall not be modified unless by written addendum. All of Lessee's statements in the rental application were relied upon by Owner in executing this contract, and any misinformation therein shall be considered cause for termination by Owner of Lessee's right of occupancy. In the event of more than one Lessee, each Lessee is jointly and severally, liable for each provision of this contract. Each of the undersigned states that he/she is of legal age to enter into a binding contract. If commencement of occupancy of the premises is delayed because of construction or prior Lessee's holding over, Owner shall not be liable to Lessee for such delay, and the contract shall remain in force subject to the following conditions: (1) rent shall be abated on a daily basis during the delay, and (2) Lessee may terminate by giving notice in writing to Owner no later than the third day of delay, whereupon Lessee shall be entitled to refund of the deposit(s). Such condition shall not apply to cleaning and repair delays. Any clause in this contract or settlement hereto declared invalid by law shall not terminate or invalidate the remainder of this contract.

27. This contract is executed in multiple copies, one for the Lessee (s) and one for the Owner. A copy of the Owner's rules and regulations, if any, will be furnished when Lessee moves in or earlier if desired. When the move-in inventory and condition form is completed after Lessee moves in, both Lessee and Owner retain a copy thereof.

READ THIS DOCUMENT BEFORE SIGNING

Lessee (s)

Date: _____

Owner or Manager

Date: _____

Owner acknowledgement, acceptance, and receipt of executed Rental Contract on this _____ day of _____, 20 _____.
