



506 Grand Prix Blvd., New Iberia, Louisiana 70563 | 337.364.6004 office | 337. 412.1820 emergency | 337.364.9894 fax

# LEASE AGREEMENT

(Revised 1/8/23)

## EVANGELINE TRACE LLC LEASE AGREEMENT PROPERTY

\_\_\_\_\_  
Resident Name(s)

\_\_\_\_\_  
Current Phone Number(s)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Apartment #

\_\_\_\_\_  
Parking Permit #

\_\_\_\_\_  
Vehicle Brand, model & year.

\_\_\_\_\_  
License Plate #

\_\_\_\_\_  
Lease Renewal Date

**By the initialing of each page, the resident acknowledges that they have read & reviewed each page in full.**

# EVANGELINE TRACE LLC LEASE AGREEMENT

This is a binding document. Read carefully before signing.

## 1. PARTIES AND DWELLING UNIT:

The parties to this Agreement are Evangeline trace Apartments referred to as the Landlord and \_\_\_\_\_, referred to as the Resident. The Landlord leases to the Resident unit number \_\_\_\_\_, located at 506 Grand Prix Blvd., New Iberia, Louisiana 70563 the project known as Evangeline Trace Apartments.

## 2. LENGTH OF TIME (TERM):

The initial term of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_, after the initial term ends, the Agreement will continue for successive terms of Six or twelve Months unless automatically terminated as permitted by paragraph 19 of the Agreement. A one year lease is at a current rate. A six month Lease is \$50.00 more per month.

## 3. SECURITY DEPOSITS:

The Resident has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit for the period the Resident occupies the unit. After the Resident has moved from the unit, the Landlord will determine whether the Resident is eligible for a refund of any to all the security deposit, less the carpet cleaning. The amount of the refund will be determined in accordance with the following conditions and procedures.

Initial

- A. The Resident will be eligible for a refund of the security deposit only if the full term of the Lease is expired and the Resident provided the Landlord with the 30 day written notice of intent to move required by paragraph 19, unless the Resident was unable to give the notice for reasons beyond his/her control.
- B. After the Resident has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Resident to participate in the inspection, if the Resident so requests.
- C. The Landlord will refund to the Resident the amount of the security deposit, less the amount needed to clean the carpet and pay the cost of:
- 1) unpaid rent;
  - 2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
  - 3) charges for late payment of rent and returned checks, as described in paragraph 5.
  - 4) charges for unreturned keys, as described in paragraph 8.
- D. The Landlord agrees to refund the security deposit within 60 days after the Resident has permanently moved out of the unit, returned possession of the unit to the Landlord and given his/her new address to the Landlord. The Landlord will also give the Resident a written list of charges that were subtracted from the deposit. If the Resident disagrees with the Landlord, the Landlord may or may not agree to meet with the Resident and informally discuss the disputed charges.
- E. If the unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in paragraph 1 of this Agreement.
- F. The Resident understands that the Landlord will not count the Security Deposit towards the current or previous month's rent; or towards late fees.

**4. RENT:**

The Resident agrees to pay \$ \_\_\_\_\_ for partial month ending on \_\_\_\_\_. After that, Resident agrees to pay a rent of \$ \_\_\_\_\_ per month. This amount is due on the 1<sup>st</sup> day of the month at the office located within the complex. (Insert through office drop box door opening). **When the Resident is moving out of the Evangeline Trace apartments, the Resident must be out before the first of the next month or the Resident will be charged for the whole next month period.**

**IMPORTANT: RENT CONTINUES TO BE CHARGED TO TENANT UNTIL ALL KEYS ARE TURNED IN.**

**5. CHARGES FOR LATE PAYMENTS:**

Initial

If the Resident does not pay the full amount of the rent shown in paragraph 4 by the end of the 5<sup>th</sup> day of the month, including sewage & partial water, the Landlord will charge a late fee of \$20.00 on the 6<sup>th</sup> day of the month and an eviction notice will be issued. A charge of \$5.00 per day will be added until the Rent, late fees & utilities are paid in full. **The Landlord may terminate this Agreement for failure to pay rent, sewage, partial water & late charges. Late fees must be paid by the 5<sup>th</sup> day of the following month or an eviction will be issued.** The charges discussed in the paragraph are in addition to the regular monthly rent payable by the Resident. We accept cash and money orders for rent, sewage & water payment. **WE DO NOT ACCEPT CHECKS!**

**Payment of late rent (after the 5<sup>th</sup> of the month) is by money order only.**

**6. CONDITION OF DWELLING UNIT:**

Initial

By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances, fixtures (including smoke & CO2 detectors), and equipment in the unit are in good working order. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

**7. CHARGES FOR UTILITIES AND SERVICES:**

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident.

Initial

- A. All Sewage bills must be paid directly to Evangeline Trace. The monthly fee is \$45.00. The sewage bill is due by the 1<sup>st</sup> day of the month and is late after the 5<sup>th</sup> day of the month with a \$20.00 late fee on the 6<sup>th</sup> day of the month and \$5.00 per day until paid in full.
- B. All Partial Water bills is a monthly fee is \$15.00.
- C. The Resident must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Resident’s rent. Gas is not applicable.

(1) TENANT PAYS	(2) INCLUDED IN RENT
Electricity	Partial Water
Partial Water (to Evangeline Trace)	Garbage
Sewer (to Evangeline Trace)	
Basic Cable	
Phone	

## 8. KEYS AND LOCKS:

The Resident agrees not to install additional or different locks or gates on any doors or windows of the unit.

When this Agreement ends, the Resident agrees to return all keys of the dwelling unit to the Landlord. The Landlord may charge the Resident \$5.00 for each key not returned.

### **IMPORTANT: RENT CONTINUES TO BE CHARGED TO RESIDENT UNTIL ALL KEYS ARE TURNED IN.**

**If your door needs to be unlocked by Evangeline Trace and personnel is not at the Apartments, a charge of \$50.00 cash will be paid to the person unlocking your door before your door is unlocked. If no one is available to unlock your apartment and/or during the hours of 4:00 PM to 8:00 AM, you will have to make arrangements to stay overnight elsewhere.**

Initial

## 9. MAINTENANCE:

A. The Landlord agrees to:

- 1) regularly clean all common areas of the project;
- 2) maintain the common areas and facilities in a safe condition;
- 3) arrange for collection and removal of trash and garbage;
- 4) maintain all equipment and appliances in safe and working order;
- 5) make necessary repairs with reasonable promptness; subject to resident responsibility to pay for damages that they are liable for.
- 6) maintain exterior lighting in good working order;
- 7) provide extermination services, as necessary, and
- 8) maintain grounds and shrubs.

B. The Resident agrees to:

- 1) keep the Apartment clean;
- 2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- 3) not litter the grounds or common areas of the complex;
- 4) not destroy, deface, damage or remove any part of the Apartment, common areas, or project grounds;
- 5) give the Landlord prompt notice by making a written (service request) of repair, of any defects in plumbing fixtures (Water Leaks), electrical wiring and fixtures, appliances, heating and cooling equipment, smoke/CO2 alarms, or any other part of the unit or related facilities.
- 6) remove garbage and other waste from the apartment and put directly in the dumpster in a clean and safe manner — **DO NOT LEAVE TRASH ON THE FRONT OR BACK PORCH.**

## 10. DAMAGES:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his/her family or visitors, the Resident agrees to pay the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges.

## 11. RESTRICTIONS ON ALTERATIONS:

The Resident agrees not to do any of the following without first obtaining the Landlord's written permission:

- A. change or remove any part of the appliances, fixtures or equipment in the unit;
- B. paint or install wallpaper or contact paper in the unit;
- C. attach awning or window guards in the unit;
- D. attach or place any fixtures, signs or fences on the building(s) the common areas, or the project grounds;
- E. attach any shelves, screen doors, or other permanent improvements in the unit; and
- F. place any aerials, antennas or other electrical connections on the unit.

Initial

**12. GENERAL RESTRICTIONS:**

The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the application. The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to:

- A. sublet or assign the unit, or any part of the unit;
- B. use the unit for unlawful purposes;
- C. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- D. have pets or animals of any kind in the unit without the prior written permission of the Landlord; or
- E. make or permit noises or acts that will disturb the rights or discomfort of neighbors. The Resident agrees to keep the volume of any radio, phonograph, television or musical instrument, etc. at a level which will not disturb the neighbors.

**13. RULES:**

The Resident agrees to obey the House Rules which are Attachment No. 2 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if;

- A. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and
- B. the Resident receives written notice of the proposed rule at least 30 days before the rule is enforced.

**14. INSPECTIONS:**

If your apartment fails the monthly Inspection 3 (three) times in a row, or if your apartment fails the monthly inspection for a total of 6 (six) times; this will be cause for an immediate eviction.

**15. ACCESS BY LANDLORD AND/OR MANAGEMENT:**

Initial

Owner or Management may enter the apartment **at any time** to inspect, repair and maintain, or to show the premises to a prospective purchaser, lender or insurance agent; or, in case either party has given notice to terminate the lease, to show the apartment to prospective residents; **or, any other reason the owner considers necessary.**

**16. SERVICE REQUESTS:**

The Landlord and/or management will enter the unit for the purpose of making reasonable repair(s) requested by the Resident. In order for any repair(s) request to be fulfilled, the Resident **MUST** complete a **service request filled out by the resident and turned in to the office**, except when emergency situations make such notices impossible. In the case of an emergency situation such as; fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or anything that requires immediate attention, **first call 911, then call the emergency number which is 337-412-1820.**

**17. DISCRIMINATION PROHIBITED:**

The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, disability, familial status, handicap, sexual orientation, or gender identity.

**18. HAZARDS:**

The Resident shall not undertake or permit his/her family or guests to undertake any hazardous acts or do anything that will increase the Complex's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

**19. A. SMOKE AND CARBON MONOXIDE (CO2) DETECTORS:**

Initial

A resident's responsibility under the lease is to maintain and care for the unit extends to not tampering with smoke/CO2 detectors and insuring that the batteries are kept in place; also diligently testing and monitoring the detectors. Residents are also responsible for immediately reporting smoke detector(s) and CO2 detector(s) malfunctions to us through a written Service Request. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detector(s) or carbon monoxide detector(s) or fail to replace a dead battery or report malfunctions to us, you will be liable to us for actual damages and others for any loss, or fines from fire, smoke or water. You and other occupants hereby release and hold harmless owner from any and all claims that you or any occupants may have against owner that are related in any way whatsoever to the smoke detector(s) and carbon monoxide detector(s) furnished by owner. The landlords responsibility is installing the initial detectors and verifying that they work properly, replacing a broken detector after a written official Service Request by the resident.

**B. FIRE EXTINGUISHERS:**

Initial

A residents responsibility under the lease is to maintain and care for the unit extents to checking the gauge On the fire extinguisher to make sure the arrow points to the green area. If the arrow is to the left or right of the green area, the resident is responsible to promptly notify the landlord by a written (service request) of repair.

**20. TERMINATION OF RESIDENCY:**

- A. To terminate this Agreement, the Resident must give the Landlord 30-days written notice before moving from the unit. If the Resident does not give the full 30-day notice, the Resident shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- B. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law and the terms of this Agreement. The Landlord may terminate this Agreement only for:
- 1) the Resident's material noncompliance with the terms of this Agreement;
  - 2) the Resident's material failure to carry out obligations under any State Landlord and Tenant Act; or
  - 3) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on or near such premises, engaged in by a Resident, any member of the Resident's household, or any guest or person under the Resident's control; or
  - 4) the term material noncompliance with the lease includes:
    - a) one or more substantial violations of the lease;
    - b) repeated minor violations of the lease that:
      1. disrupt the livability of the project;
      2. adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related project facilities;
      3. interfere with the management of the project, or
      4. have an adverse financial effect on the project;
      5. non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
- C. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Resident written notice of the proposed termination. If the Landlord is terminating this agreement for "other good cause" the termination notice must be hand-delivered to the dwelling unit, at least 30 days before the date the Resident will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. All termination notices must:
- 1) specify the date this Agreement will be terminated;
  - 2) state the ground for termination with enough detail for the Resident to prepare a defense;
  - 3) advise the Resident that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date notice is mailed. If the Resident requests the meeting, the Landlord agrees to discuss the proposed termination with the Resident; and advise the Resident of his/her right to defend the action in court.

Initial

D. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (c).

Initial **21. WAIVER OF NOTICE:** Resident, on behalf of him/herself and all occupants, hereby waives notice of termination of this lease as provided in Louisiana code of civil procedures art. 4701 and any further applicable provisions of the Louisiana code of civil procedure and civil code; and resident and all occupants consent to the immediate institution of eviction proceedings by owner upon termination of residents right to occupy the premises for any reason. This wavier section prevails over any other provision of this lease.

Initial **22. SMOKING AND CANDLES:**

No smoking of any type of product, including but not limited to, cigarettes, cigars, pipes or illegal substance inside the apartments under any conditions. If you want to smoke, you must be outside on your back balcony, and at least 25 feet away from any neighbor's apartment doors or windows. No candles are allowed to be lit under any circumstances inside or outside any apartment, or on the premises. If your electricity is ever interrupted, you must use only battery-operated lighting.

Initial **23. EMERGENCY OR CRIME:**

Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm; You should then contact the Evangeline Trace Emergency phone. We are not obliged to furnish security personnel, security lighting, Security cameras, security gates, fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our office and to the appropriate local law enforcement agency. You must furnish us with the law enforcement agency's incident report number upon request.

In the case of an emergency situation such as; fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or anything that requires immediate attention, call the emergency number which is 337-412-1820.

Initial **24. UNIT INSPECTION REPORT PAPERWORK:**

Please initial the appropriate area under this notice to acknowledge that you did receive the unit inspection report (move in / move out) paperwork and the manager did explain the steps on how to fill out the paperwork. In initialing below, you agree that you will turn in the completed paperwork within 7 days.

Initial **25. HOUSE RULES INFRACTIONS:**

# 9 of the house rules states that "In the case of trash being left on the ground, or on porches, management will charge the resident a fee of \$50.00. If the fine is not paid within 30 days of notice, an immediate eviction will be given.

**26. CONTENTS OF THIS AGREEMENT:**

This agreement and its attachments make up the entire agreement between the Landlord and the Resident regarding the unit. If any Court declares a particular provision of this Agreement to invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Resident will continue to be bound by them.

**27. NEW NOTICE LAW/REGISTERED SEX OFFENDER:**

The Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry, which is a public access data base of the locations of individuals required to register pursuant to LA-R.S.15: 540 ET SEQ. Sheriff's departments and police departments serving jurisdictions of a certain population as determined by statute also maintain such information. The state sex offender and child predator registry data base can be accessed at: <http://www.lsp.org/socpr/default.html> and contains addresses, pictures and conviction records for registered offenders.

**28. ADDENDUM TO THE LEASE AGREEMENT:**

The Resident certifies that he/she has received a copy of this Agreement and the following attachments to the Agreement and understands that these attachments are part of this Agreement.

- A. Attachment # 1 — Form #4: Security Deposit Receipt
- B. Attachment # 2 — Form #6: House Rules
- C. Attachment # 3 — Form #7: Occupancy and Regulations
- D. Attachment # 4 — Form #8: Unit Inspection Report (move in/move out)

Initial

**29. INSURANCE:** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage of loss of personal property or personal injury from "including but not limited to" fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renters insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the national flood insurance program managed by the federal emergency management agency "FEMA". We require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Failure to maintain insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this lease contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this lease contract or state law.

**NOTE: Resident(s) are required to purchase renter's insurance in conjunction with personal liability insurance. Evangeline Trace is not responsible for the tenants' personal belongings in the apartment or anywhere on the premises.**

**30. OCUPENTS NOT ON LEASE:**

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**31. SIGNATURES:**

RESIDENT(S) 1. \_\_\_\_\_ Date Signed: \_\_\_\_\_

2. \_\_\_\_\_ Date Signed: \_\_\_\_\_

LANDLORD 1. \_\_\_\_\_ Date Signed: \_\_\_\_\_