



SCHEDULE I ARKANSAS

This State Addendum to Resident Lease Agreement (this "Addendum") is made and entered into as of the same date as the Resident Lease Agreement (the "Lease") by and between the Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Section 2. of the Lease is amended by adding the following provisions:

In the event that a new Resident Lease Agreement is not executed, and Resident has not vacated the Premises on or before the expiration of the term of this Lease, Resident shall automatically and without notice become a holdover resident pursuant to applicable law and Owner shall be entitled to recover from Resident, and Resident hereby agrees to pay, holdover rent in advance on a daily basis in an amount of rent equal to three times the Rent or twice the actual damages sustained by Owner, whichever is greater, and reasonable attorney's fees. Resident shall continue to be liable for all remaining Rent for the remainder of the Lease.

II. Section 3. of the Lease is amended by adding the following provisions:

If Rent or other charges are not paid by the ___ day of the month, Resident shall pay an initial late charge of _____ on the ___ day of the month plus a late charge of \$ _____ per day after that date until paid in full. Resident shall also pay a _____ (NSF) charge for each returned check plus the amount of any fees charged to the Owner by any financial institution as a result of a check not being honored.

III. Section 5. of the Lease is amended by adding the following provision:

Owner will mail to Resident at his last known address any security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 60 days after Lease termination and delivery of possession to Owner. Surrender or abandonment constitutes termination of tenancy.

IV. Section 16. of the Lease is amended by adding the following provisions:

If Resident defaults, then Owner may, at any time thereafter, terminate this Lease and Resident's rights of occupancy by delivering written notice of such termination to the Resident. Alternatively, Owner may, without terminating this Lease, terminate Resident's right of occupancy in the same manner, in which event any future Rent collected during the term of this Lease shall be applied against the Rent due to the Owner from Resident. Resident shall remain liable for all Rents becoming due until the end of this Lease and any other sums that may be due pursuant to this Lease or applicable law. In addition, to the foregoing remedies, in the event of any such default, the Owner shall have all other remedies afforded by law including the right to conduct a criminal eviction pursuant to Ark. Code Ann. § 18-16-101, an unlawful detainer proceeding or other civil eviction proceeding. In the event of any litigation between the parties, the successful party shall be awarded its attorney's fees and court costs.





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120.01 Zoning Disclosure Requirements for Lease of Residential Property

(A) The owner of any real property located within a residential zoning district shall be required to disclose to any tenant for the property the zoning classification of that property and the occupancy limits as set forth in 151.01 under definition of "family." The buyer or tenant shall acknowledge in writing the zoning disclosure.

(B) This requirement shall apply to any of the following:

- (1) a transfer, lease or rental undertaken pursuant to a court order;
- (2) a transfer, lease or rental between spouses resulting from a judgment of dissolution of marriage, legal separation, or property settlement agreement incidental to such judgment; of
- (3) a transfer, lease, rental or exchange to or from any governmental or public educational entity.

120.01 Zoning Disclosure:

OCCUPANCY-

The fundamental occupancy guidelines for applicants are one person per bedroom unless Owner designates the bedroom as a double occupancy bedroom and additional fees will apply. The following maximum occupancy standards will apply:

-Per bedroom: Two persons per room; to include infant child under 12 months of age.

Resident's Name Printed

Apartment Number

Resident's Signature

Date

Resident's Signature

Date

Owner's Representative

Date

Name of Community

SAMPLE DOCUMENT ONLY

