

ARKANSAS RESIDENTIAL LEASE AGREEMENT

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(12-Month Term)

For Use by My State MLS Members

ML#

This is a legally binding contract. If not fully understood, seek competent legal advice before signing. This template is provided for general informational purposes and should be reviewed for compliance with applicable federal, Arkansas, and local law — including the Arkansas Residential Landlord-Tenant Act of 2007 (Ark. Code Ann. §§ 18-17-101 et seq.) and the specific facts of the tenancy.

1. PARTIES

This Arkansas Residential Lease Agreement (the "Lease") is made effective as of (the "Effective Date"), by and between:

LANDLORD:

("Landlord")

TENANT(S):

(collectively, "Tenant")

Landlord mailing address (and address for notices, if different):

Landlord phone / email (optional):

Authorized agent/property manager (if any):

Agent address:

Agent phone / email:

Tenant current address (if different from Premises):

Tenant phone / email (optional):

2. PREMISES

Landlord leases to Tenant the residential dwelling located at:

Arkansas (the "Premises"), together with the following, if any: parking space(s), storage unit(s), and common areas made available under applicable rules and policies.

3. TERM; RENEWAL; HOLDOVER

(a) Lease Term.

The Lease term begins on _____ and ends on _____ (the "Term"), unless earlier terminated in accordance with this Lease or applicable law.

(b) Renewal / Holdover.

If Tenant remains in possession after the Term ends without a written renewal agreement, the tenancy converts to a month-to-month tenancy (Ark. Code Ann. § 18-17-401), subject to any revised rent or terms of which Landlord provides Tenant at least one full rental period's prior written notice. Acceptance of rent after the Term does not waive Landlord's rights regarding holdover unless Landlord agrees in a signed writing.

Upon termination of a month-to-month tenancy, either party may terminate upon 30 days' written notice (Ark. Code Ann. § 18-17-403).

4. RENT; PAYMENT TERMS; FEES

(a) Monthly Rent.

Tenant will pay rent of \$ _____ per month, due on the _____ day of _____ each month, payable to:

Payable to:

At / via:

(b) Prorated Rent.

If the Term begins on a day other than the first of the month, prorated rent of \$ _____ is due on _____.

(c) Late Fee.

Landlord may not declare rent late or assess a late fee until rent is at least five (5) calendar days overdue (Ark. Code Ann. § 18-17-701). If rent remains unpaid after the 5-day grace period, a late fee of \$ _____ may be assessed (plus \$ _____ per day thereafter, if applicable). Arkansas law imposes no statutory cap on late fees; however, the parties agree any late fee is intended to be a reasonable estimate of administrative costs and inconvenience, and is not a penalty.

(d) Returned / Rejected Payments.

Tenant will pay a returned payment fee of \$ _____ per occurrence (not to exceed \$30.00 per returned check as provided by Ark. Code Ann. § 4-60-103, or such higher amount as may be authorized by applicable law at the time of the occurrence).

5. SECURITY DEPOSIT (ARK. CODE ANN. §§ 18-16-301 ET SEQ. & 18-17-501)

(a) Deposit Amount.

Upon signing, Tenant will pay a security deposit of \$ _____ (the "Deposit"). The Deposit shall not exceed two (2) months' rent as required by Ark. Code Ann. § 18-16-304, which applies to landlords owning six (6) or more dwelling units, or any landlord (regardless of unit count) who engages a third party to manage the property. Landlord will hold the Deposit in a separate account and will not commingle it with Landlord's general funds.

(b) Use of Deposit.

The Deposit may be applied to: unpaid rent; damages beyond ordinary wear and tear caused by Tenant, occupants, guests, or animals; costs to restore the Premises to move-in condition (reasonable wear and tear excepted); and other lawful charges as allowed by Arkansas law and this Lease. Non-refundable security deposits are prohibited under Arkansas law.

(c) Return; Itemized Statement; 60-Day Deadline; Forwarding Address.

Within sixty (60) days after termination of the tenancy and Tenant's surrender of possession, Landlord will deliver to Tenant (at Tenant's written forwarding address, or Tenant's last known address if none is provided) any remaining Deposit together with a written, itemized statement of deductions and amounts retained, as required by Ark. Code Ann. § 18-16-305. Tenant should provide a written forwarding address at or before move-out. If Tenant fails to provide a forwarding address, Landlord shall handle the Deposit as permitted by Arkansas law. Failure by Landlord to comply may entitle Tenant to recover the wrongfully withheld amount plus damages equal to two (2) times the amount wrongfully withheld.

(d) Abandonment of Deposit.

If Tenant fails to provide a forwarding address and the Deposit remains unclaimed for one hundred eighty (180) days, the Deposit may be retained by Landlord as permitted by applicable law.

6. UTILITIES; SERVICES

Tenant is responsible for payment of:

electric
gas
water
sewer
trash
internet/cable
other:

Landlord is responsible for:

electric
gas
water
sewer
trash
other:

If any utility is shared or not separately metered, the allocation method is: .
Tenant will not be charged more than Tenant's proportionate share of actual costs. Service interruptions beyond Landlord's reasonable control shall not constitute a breach, provided Landlord uses reasonable efforts to restore services when responsible.

7. OCCUPANCY; GUESTS; USE; ASSIGNMENT/SUBLETTING; PETS; MAINTENANCE; ACCESS; INSURANCE; DEFAULT; NOTICES

The following terms apply throughout the Term and any renewal, extension, or holdover (to the extent permitted by Arkansas law):

(a) Authorized Residents; Occupants.

Only the following persons may reside at the Premises as occupants ("Authorized Residents"):

(i) the Tenant(s) signing this Lease; and

(ii) the following additional occupants, if any: . No other person may reside at the Premises for more than fourteen (14) consecutive days or more than thirty (30) days in any twelve-month period without Landlord's prior written consent. Tenant will promptly notify Landlord of any change in occupancy.

(b) Guests.

Guests are permitted for short visits only and must comply with this Lease and all rules. Tenant is responsible for the conduct of all guests and any damage or violations caused by guests. Landlord may require guests to leave and may treat an unauthorized long-term guest as an unauthorized occupant and a Lease violation.

(c) Use; Conduct; Illegal Activity.

The Premises will be used and occupied only as a private residence. Tenant will not: (i) use the Premises for unlawful purposes; (ii) engage in, permit, or facilitate criminal activity on or near the Premises; (iii) disturb neighbors or create a nuisance; (iv) damage, misuse, or waste the Premises; or (v) possess or discharge firearms or fireworks in a manner that violates law or endangers persons or property. Tenant will comply with all applicable federal, state, and local laws and ordinances.

Smoking/Vaping Policy (check one):

No smoking, vaping, or burning of any substance anywhere in the Premises or common areas.
Smoking permitted only in the following areas: .

(d) Rules; Policies; HOA.

Tenant will comply with Landlord's reasonable written rules/policies and any applicable homeowners'/condominium association rules provided to Tenant (as amended from time to time upon reasonable notice), provided such rules do not materially conflict with this Lease or applicable law. If fines/charges are assessed against Landlord due to Tenant's violation of applicable rules, Tenant will reimburse Landlord upon demand as additional rent, to the extent permitted by law.

(e) Assignment; Subleasing; Short-Term Rentals.

Tenant will not assign this Lease, sublet any portion of the Premises, or allow use as a short-term rental (including Airbnb/VRBO) without Landlord's prior written consent. Any attempted assignment or sublease without consent is void and constitutes a material breach. If Landlord consents, Tenant remains liable unless Landlord expressly releases Tenant in writing.

(f) Pets; Animals.

(i) **No Pets Unless Authorized.** No animals of any kind will be kept at the Premises without Landlord's prior written consent, except as required by applicable law for Assistance Animals (defined below).

(ii) **Authorized Pets (if approved).** If Landlord approves a pet in writing, the approval may be conditioned on compliance with pet rules and payment of: non-refundable pet fee \$; refundable pet deposit \$ (subject to the 2-month cap under Ark. Code Ann. § 18-16-304 when combined with any security deposit); and/or monthly pet rent \$. Approved pet(s): .

(iii) **Pet Rules.** Tenant will ensure any approved animal: is properly licensed and vaccinated as required by law; does not create noise, nuisance, odor, or unsanitary conditions; is kept on a leash in common areas; and waste is promptly removed and disposed of properly. Landlord may revoke pet permission for repeated violations after written notice and a reasonable opportunity to cure, except as prohibited by law.

(iv) **Damage; Cleaning; Indemnity.** Tenant is responsible for all damage and cleaning costs caused by any animal (authorized or unauthorized), which may be deducted from the Deposit to the extent permitted by law. Tenant will indemnify Landlord for claims arising from any animal kept on the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

(v) **Assistance Animals.** Nothing in this Lease prohibits a reasonable accommodation for a service animal or other assistance animal as required by applicable law. Landlord may not charge a pet deposit or pet fee for a lawful Assistance Animal, but Tenant remains responsible for damage or cleaning beyond ordinary wear and tear.

(g) Maintenance; Repairs; Habitability; Condition.

(i) **Tenant Duties.** Tenant will keep the Premises clean, sanitary, and safe; promptly dispose of trash; use all appliances and systems in a reasonable manner; and promptly notify Landlord in writing of needed repairs, water leaks, mold, pest infestation, or unsafe conditions. Tenant will be responsible for damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear.

(ii) **Landlord Duties.** Landlord will deliver the Premises in a safe, clean, and habitable condition and will make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition as required by Ark. Code Ann. § 18-17-502. If Landlord fails to make required repairs after Tenant's written notice, Tenant may be entitled to terminate the Lease without penalty and receive a refund of the Deposit, after allowing Landlord thirty (30) calendar days to cure (Ark. Code Ann. § 18-17-502(d)). Tenant may NOT withhold rent or use "repair and deduct" as a remedy under Arkansas law.

(iii) **Alterations; Improvements.** Tenant will not paint, wallpaper, install fixtures, change locks, make alterations, or perform repairs without Landlord's prior written consent. Any approved improvements become Landlord's property unless otherwise agreed in writing.

(iv) **Appliances.** Appliances provided (if any) are for Tenant's convenience and will be used only for their intended purpose. Tenant will be responsible for service calls caused by misuse or negligence.

(v) **Damage/Destruction.** If the Premises is materially damaged by fire, casualty, or other event not caused by Tenant, rent will be adjusted or the Lease may be terminated as provided by applicable law. Tenant will promptly notify Landlord of such event.

(h) Landlord Entry; Access (Ark. Code Ann. § 18-17-702).

Landlord (and Landlord's agents/contractors) may enter the Premises to inspect, make repairs, supply necessary services, or show the Premises to prospective purchasers or tenants. Except in an emergency, Landlord will provide at least two (2) days' advance written notice and will enter only at reasonable times. Tenant will not unreasonably withhold consent to entry for repairs or showings. In an emergency or upon Tenant's abandonment, Landlord may enter without prior notice as permitted by law.

(i) Locks; Keys; Security Devices.

Tenant will not change, rekey, or add locks or security devices without Landlord's prior written consent and providing Landlord with keys/codes. Tenant will be charged for lost keys or required lock changes.

(j) Insurance; Risk of Loss.

Landlord's insurance does not cover Tenant's personal property or liability. Tenant is strongly advised to obtain renter's insurance covering personal property, liability, and additional living expenses. If required by Landlord, Tenant will maintain renter's insurance with minimum liability coverage of \$ per occurrence and provide proof upon request. Tenant bears risk of loss for Tenant's personal property, except to the extent caused by Landlord's negligence or willful misconduct.

(k) Default; Notices; Remedies; Attorney's Fees.

(i) **Non-Payment of Rent.** If Tenant fails to pay rent when due, Landlord may not terminate the Lease or commence eviction until rent has been unpaid for at least five (5) calendar days (Ark. Code Ann. § 18-17-701). Landlord may then deliver a written Three-Day Notice to pay or vacate as required for an unlawful detainer action, or pursue failure-to-vacate remedies, as permitted by Arkansas law.

(ii) **Other Lease Violations.** For material Lease violations other than non-payment of rent, Landlord will provide Tenant with written notice specifying the violation and a reasonable period to cure (typically fourteen (14) days as contemplated by Ark. Code Ann. § 18-17-901), after which Landlord may exercise all remedies available under this Lease and Arkansas law.

(iii) **Additional Rent; Collections.** All sums due under this Lease (including fees, utilities owed to Landlord, reimbursements, and damage charges) are deemed additional rent to the extent permitted by Arkansas law.

(iv) **Attorney's Fees and Costs.** To the extent permitted by applicable law, the prevailing party in an action arising out of this Lease is entitled to recover reasonable attorney's fees, court costs, and other allowable expenses.

(l) Surrender; Move-Out; Forwarding Address.

Upon move-out, Tenant will: (i) vacate and remove all persons and personal property; (ii) return all keys, remotes, and access devices; (iii) leave the Premises broom-clean and in substantially the same condition as at move-in, ordinary wear and tear excepted; (iv) repair damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear; and (v) provide a written forwarding address for Deposit return and notices. Property left behind may be treated as abandoned and handled as permitted by Arkansas law. Tenant may be charged for removal, storage, and disposal to the extent permitted by law.

(m) Notices (Ark. Code Ann. § 18-17-101 et seq.).

All formal notices under this Lease will be in writing and delivered: (i) personally; (ii) by certified mail / return receipt requested; (iii) by nationally recognized overnight carrier; or (iv) by any other method permitted by Arkansas law — to the mailing addresses stated in Section 1 (or to any updated address designated by written notice). Email or text may be used for routine communications but does not constitute formal legal notice unless the parties expressly agree in writing. Time periods are calculated in accordance with applicable law.

8. MILITARY SERVICEMEMBER TERMINATION (SCRA)

Tenant who is a member of the United States Armed Forces (including a spouse or dependents covered under applicable law) may terminate this Lease pursuant to the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.) upon delivery of written notice and a copy of military orders requiring relocation for a period of ninety (90) days or more, permanent change of station orders, or deployment orders. Termination is effective thirty (30) days after the next rent due date following notice.

9. ARKANSAS DISCLOSURES; ADDENDA; LOCAL REQUIREMENTS

(a) Lead-Based Paint Disclosure.

If the Premises was built before 1978, the parties must complete and sign a Lead-Based Paint Disclosure and required EPA pamphlet acknowledgment, which will be attached and incorporated as required by 42 U.S.C. § 4852d.

(b) Smoke / Carbon Monoxide Alarms.

Tenant acknowledges receipt of any required smoke alarm and carbon monoxide alarm information or acknowledgment forms, attached and incorporated. Tenant will not disable or remove any alarm device.

(c) Move-In Condition Checklist.

A Move-In Condition Checklist signed by the parties will be attached and incorporated for purposes of documenting the condition of the Premises at move-in. Tenant is encouraged to photograph the Premises upon move-in and retain copies.

(d) Mold Disclosure.

Landlord has no actual knowledge of any mold condition at the Premises as of the Effective Date, except as noted: . Tenant will promptly notify Landlord in writing of any suspected mold or moisture issues.

(e) Sex Offender Registry.

Arkansas law does not currently require landlords to disclose information from the Arkansas Sex Offender Registry. Tenant may independently access the registry at the Arkansas Crime Information Center (www.acic.org) or through local law enforcement.

(f) Methamphetamine Contamination.

Landlord discloses to Tenant any actual knowledge of methamphetamine contamination or remediation at the Premises, as required by applicable law: No known contamination See attached disclosure.

(g) HOA / Condominium Association (If Applicable).

If the Premises is subject to a homeowners' or condominium association, Tenant agrees to comply with all rules and regulations provided to Tenant. Association approval may be required prior to occupancy.

(h) Other Required Disclosures.

Landlord will provide to Tenant any additional disclosures required by applicable federal, Arkansas, or local law, including but not limited to: (i) name and address of owner and authorized manager/agent for service of process and notices; (ii) utility billing/allocation method for shared or submetered utilities; (iii) any pool/spa barrier or drowning prevention information (if applicable); and (iv) any other property-specific or local disclosure(s) required by law. Nothing in this Lease waives any disclosure obligation or Tenant right under applicable law.

10. GENERAL PROVISIONS

(a) Governing Law.

This Lease is governed by the laws of the State of Arkansas, including the Arkansas Residential Landlord-Tenant Act of 2007 (Ark. Code Ann. §§ 18-17-101 — 18-17-913) and Ark. Code Ann. §§ 18-16-101 et seq. Any waiver of statutory rights must be in writing and is void to the extent prohibited by applicable law.

(b) Entire Agreement; Modifications.

This Lease, together with all attached addenda and disclosures, constitutes the entire agreement between the parties concerning the Premises and supersedes all prior oral or written representations. This Lease may not be modified except by a signed written amendment.

(c) Severability.

If any provision of this Lease is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

(d) Waiver.

No failure by Landlord to enforce any provision of this Lease will constitute a waiver of Landlord's right to enforce that or any other provision in the future.

(e) Counterparts; Electronic Signatures.

This Lease may be executed in counterparts. Electronic signatures are valid and binding to the extent permitted by applicable law and as agreed by the parties.

(f) Joint and Several Liability.

If there is more than one Tenant, each is jointly and severally liable for all obligations under this Lease.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease as of the date(s) set forth below.

TENANT(S):TENANT SIGNATURE 1

Tenant Signature:

TENANT PRINTED NAME 1

Printed Name:

TENANT DATE 1

Date:

TENANT SIGNATURE 2

Tenant Signature:

TENANT PRINTED NAME 2

Printed Name:

TENANT DATE 2

Date:

LANDLORD (OR LANDLORD'S AUTHORIZED AGENT/PROPERTY MANAGER):LANDLORD SIGNATURE

By (Signature):

LANDLORD PRINTED NAME

Printed Name:

Title:

LANDLORD DATE

Date:

OPTIONAL WITNESS:WITNESS SIGNATURE

Witness Signature:

WITNESS PRINTED NAME

Printed Name:

WITNESS DATE

Date:

OPTIONAL NOTARY ACKNOWLEDGMENT (STATE OF ARKANSAS)
County of

Before me, the undersigned Notary Public, personally appeared _____, who
acknowledged executing the foregoing Lease on this _____ day of _____
, 20____.

NOTARY SIGNATURE

Notary Public Signature:

NOTARY PRINTED NAME

Printed Name:

My Commission Expires:

[NOTARY SEAL]

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.