

By: Representative Johnson (87th)

To: Judiciary A

HOUSE BILL NO. 1332

1 AN ACT TO CREATE AND CODIFY A MISSISSIPPI STANDARD LEASE
2 AGREEMENT FORM; TO PROVIDE THAT THE FORM MAY BE MODIFIED OR
3 COMPLETED, IN WHOLE OR IN PART, TO CREATE A RENTAL AGREEMENT; TO
4 DIRECT THE CODIFICATION OF THE FORM UNDER THE RESIDENTIAL LANDLORD
5 AND TENANT ACT; AND FOR RELATED PURPOSES.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

7 **SECTION 1.** The following form, all or any part of which may
8 be modified or completed, may be used to create a rental agreement
9 between a landlord and a tenant in the State of Mississippi:

10 **Mississippi Standard Lease Agreement**

11 **THIS AGREEMENT** (hereinafter referred to as the "Mississippi
12 Lease Agreement") is made and entered into this ____ day of
13 _____, 20____, by and between _____
14 (hereinafter referred to as "Landlord") and _____
15 _____ (hereinafter referred to as "Tenant"). For and
16 in consideration of the covenants and obligations contained herein
17 and other good and valuable consideration, the receipt and
18 sufficiency of which is hereby acknowledged, the parties hereto
19 hereby agree as follows:



20 1. **PROPERTY.** Landlord owns certain real property and
21 improvements located at _____ (hereinafter referred
22 to as the "Property"). Landlord desires to lease the premises to
23 Tenant upon the terms and conditions contained herein. Tenant
24 desires to lease the premises from Landlord on the terms and
25 conditions as contained herein.

26 _____
27 (Signature of Tenant)

28 2. **TERM.** This Mississippi Lease Agreement shall commence
29 on _____ and shall continue as a lease for term. The
30 termination date shall be on _____ at 11:59 p.m.
31 Upon termination date, Tenant shall be required to vacate the
32 premises unless one (1) of the following circumstances occurs:

33 (i) Landlord and Tenant formally extend this
34 Mississippi Lease Agreement in writing or create and execute a
35 new, written, and signed Mississippi Lease Agreement; or

36 (ii) Landlord willingly accepts new rent from Tenant,
37 which does not constitute past due rent.

38 In the event that Landlord accepts new rent from Tenant after
39 the termination date, a month-to-month tenancy shall be created.

40 If at any time either party desires to terminate the
41 month-to-month tenancy, such party may do so by providing to the
42 other party written notice of intention to terminate at least
43 thirty (30) days prior to the desired date of termination of the
44 month-to-month tenancy.



45 Notices to terminate may be given on any calendar day,
46 irrespective of commencement date. Rent shall continue at the
47 rate specified in this Mississippi Lease Agreement, or as allowed
48 by law. All other terms and conditions as outlined in this
49 Mississippi Lease Agreement shall remain in full force and effect.
50 Time is of the essence for providing notice of termination (strict
51 compliance with dates by which notice must be provided is
52 required).

53 _____
54 (Signature of Tenant)

55 3. **RENT.** Tenant shall pay to Landlord the sum of
56 \$_____ per month as rent for the term of the agreement.
57 Due date for rent payment shall be the first day of each calendar
58 month and shall be considered advance payment for that month.
59 Weekends and holidays do not delay or excuse Tenant's obligation
60 to timely pay rent.

61 A. **Delinquent rent.** If not paid on the first, rent
62 shall be considered overdue and delinquent on the second day of
63 each calendar month. If Tenant fails to timely pay any month's
64 rent, Tenant will pay Landlord a late charge of \$_____ per day
65 until rent is paid in full. If Landlord receives the monthly rent
66 by the third day of the month, Landlord will waive the late
67 charges for that month. Any waiver of late charges under this
68 paragraph will not affect or diminish any other right or remedy
69 Landlord may exercise for Tenant's failure to timely pay rent.



70 B. **Prorated rent.** In the event that the commencement
71 date is not the first of the calendar month, rent payment shall be
72 the first full month and the security deposit and prorated rent
73 shall be paid the following month.

74 C. **Returned checks.** In the event that any payment by
75 Tenant is returned for insufficient funds ("NSF") or if Tenant
76 stops payment, Tenant will pay \$_____ to Landlord for each
77 such check, plus late charges, as described above, until Landlord
78 has received payment. Furthermore, Landlord may require in
79 writing that Tenant pay all future rent payments by cash, money
80 order, or cashier's check.

81 D. **Order in which funds are applied.** Landlord will
82 apply all funds received from Tenant first to any nonrent
83 obligations of Tenant including late charges, returned check
84 charges, charge-backs for repairs, brokerage fees, and periodic
85 utilities, then to rent, regardless of any notations on a check.

86 E. **Rent increases.** There will be no rent increases
87 through the termination date. If this lease is renewed
88 automatically on a month-to-month basis, Landlord may increase the
89 rent during the renewal period by providing written notice to
90 Tenant that becomes effective the month following the thirteenth
91 (13) day after the notice is provided.

92 _____
93 (Signature of Tenant)



94 4. **SECURITY DEPOSIT.** Upon execution of this Mississippi
95 Lease Agreement, Tenant shall deposit with Landlord the sum of
96 \$ _____ (which amount is not in excess of two (2) months
97 periodic rent), receipt of which is hereby acknowledged by
98 Landlord, as security for any damage caused to the premises during
99 the term hereof. Landlord may place the security deposit in an
100 interest bearing account and any interest earned will be paid to
101 Landlord or Landlord's representative.

102 A. **Refund.** Upon termination of the tenancy, all funds
103 held by the Landlord as security deposit may be applied to the
104 payment of accrued rent and the amount of damages that the
105 Landlord has suffered by reason of the Tenant's noncompliance with
106 the terms of this Mississippi Lease Agreement or with any and all
107 laws, ordinances, rules and orders of any and all governmental or
108 quasi-governmental authorities affecting the cleanliness, use,
109 occupancy and preservation of the premises.

110 B. **Deductions.** Landlord may deduct reasonable charges
111 from the security deposit for:

- 112 (1) Unpaid or accelerated rent;
- 113 (2) Late charges;
- 114 (3) Unpaid utilities;
- 115 (4) Costs of cleaning, deodorizing, and repairing
116 the property and its contents for which Tenant is responsible;
- 117 (5) Pet violation charges;



- 118 (6) Replacing unreturned keys, garage door
119 openers, or other security devices;
- 120 (7) The removal of unauthorized locks or fixtures
121 installed by Tenant;
- 122 (8) Insufficient light bulbs;
- 123 (9) Packing, removing, and storing abandoned
124 property;
- 125 (10) Removing abandoned or illegally parked
126 vehicles;
- 127 (11) Costs of reletting, if Tenant is in default;
- 128 (12) Attorney fees and costs of court incurred in
129 any proceeding against Tenant;
- 130 (13) Any fee due for early removal of an
131 authorized keybox;
- 132 (14) Other items Tenant is responsible to pay
133 under this Lease.

134 If deductions exceed the security deposit, Tenant will pay to
135 Landlord the excess within ten (10) days after Landlord makes
136 written demand. The security deposit will be applied first to any
137 nonrent items, including late charges, returned check charges,
138 repairs, brokerage fees, and periodic utilities, then to any
139 unpaid rent.

140

141

(Signature of Tenant)



142 5. **USE OF PREMISES.** The premises shall be used and occupied
143 solely by Tenant and Tenant's immediate family, consisting of
144 _____,
145 exclusively, as a private single family dwelling, and no part of
146 the premises shall be used at any time during the term of this
147 Mississippi Lease Agreement by Tenant for the purpose of carrying
148 on any business, profession, or trade of any kind, or for any
149 purpose other than as a private single family dwelling. Tenant
150 shall not allow any other person, other than Tenant's immediate
151 family or transient relatives and friends who are guests of
152 Tenant, to use or occupy the premises without first obtaining
153 Landlord's written consent to such use. Tenant shall comply with
154 any and all laws, ordinances, rules and orders of any and all
155 governmental or quasi-governmental authorities affecting the
156 cleanliness, use, occupancy and preservation of the premises.

157 _____
158 (Signature of Tenant)

159 6. **CONDITION OF PREMISES.** Tenant stipulates, represents and
160 warrants that Tenant has examined the premises, and that they are
161 at the time of this lease in good order, repair, and in a safe,
162 clean and tenantable condition.

163 _____
164 (Signature of Tenant)

165 7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this
166 Mississippi Lease Agreement, or sub-let or grant any license to



167 use the Premises or any part thereof without the prior written
168 consent of Landlord. A consent by Landlord to one (1) such
169 assignment, sub-letting or license shall not be deemed to be a
170 consent to any subsequent assignment, sub-letting or license. An
171 assignment, sub-letting or license without the prior written
172 consent of Landlord or an assignment or sub-letting by operation
173 of law shall be absolutely null and void and shall, at Landlord's
174 option, terminate this Mississippi Lease Agreement.

175 _____
176 (Signature of Tenant)

177 **8. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no
178 alterations to the buildings or improvements on the premises or
179 construct any building or make any other improvements on the
180 premises without the prior written consent of Landlord. Any and
181 all alterations, changes, and/or improvements built, constructed
182 or placed on the premises by Tenant shall, unless otherwise
183 provided by written agreement between Landlord and Tenant, be and
184 become the property of Landlord and remain on the premises at the
185 expiration or earlier termination of this Mississippi Lease
186 Agreement.

187 _____
188 (Signature of Tenant)

189 **9. NONDELIVERY OF POSSESSION.** In the event Landlord cannot
190 deliver possession of the premises to Tenant upon the commencement
191 of the Lease term, through no fault of Landlord or its agents,



192 then Landlord or its agents shall have no liability, but the
193 rental herein provided shall abate until possession is given.
194 Landlord or its agents shall have thirty (30) days in which to
195 give possession, and if possession is tendered within such time,
196 Tenant agrees to accept the demised premises and pay the rental
197 herein provided from that date. In the event possession cannot be
198 delivered within such time, through no fault of Landlord or its
199 agents, then this Mississippi Lease Agreement and all rights
200 hereunder shall terminate.

201 _____
202 (Signature of Tenant)

203 10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the
204 premises any item of a dangerous, flammable or explosive character
205 that might unreasonably increase the danger of fire or explosion
206 on the premises or that might be considered hazardous or extra
207 hazardous by any responsible insurance company.

208 _____
209 (Signature of Tenant)

210 11. **UTILITIES.** Tenant shall be responsible for arranging
211 for and paying for all utility services required on the premises.

212 _____
213 (Signature of Tenant)

214 12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its
215 sole expense, keep and maintain the premises and appurtenances in
216 good and sanitary condition and repair during the term of this



217 Mississippi Lease Agreement and any renewal thereof. Without
218 limiting the generality of the foregoing, Tenant shall:

219 A. Not obstruct the driveways, sidewalks, courts, entry
220 ways, stairs and/or halls, which shall be used for the purposes of
221 ingress and egress only;

222 B. Keep all windows, glass, window coverings, doors,
223 locks and hardware in good, clean order and repair;

224 C. Not obstruct or cover the windows or doors;

225 D. Not leave windows or doors in an open position
226 during any inclement weather;

227 E. Not hang any laundry, clothing, sheets, etc., from
228 any window, rail, porch or balcony nor air or dry any of same
229 within any yard area or space;

230 F. Not cause or permit any locks or hooks to be placed
231 upon any door or window without the prior written consent of
232 Landlord;

233 G. Keep all air conditioning filters clean and free
234 from dirt;

235 H. Keep all lavatories, sinks, toilets, and all other
236 water and plumbing apparatus in good order and repair and shall
237 use same only for the purposes for which they were constructed.
238 Tenant shall not allow any sweepings, rubbish, sand, rags, ashes
239 or other substances to be thrown or deposited therein. Any damage
240 to any such apparatus and the cost of clearing stopped plumbing
241 resulting from misuse shall be borne by Tenant;



242 I. Tenant's family and guests shall at all times
243 maintain order in the premises and at all places on the premises,
244 and shall not make or permit any loud or improper noises, or
245 otherwise disturb other residents;

246 J. Keep all radios, television sets, stereos,
247 phonographs, etc., turned down to a level of sound that does not
248 annoy or interfere with other residents;

249 K. Deposit all trash, garbage, rubbish or refuse in the
250 locations provided and shall not allow any trash, garbage, rubbish
251 or refuse to be deposited or permitted to stand on the exterior of
252 any building or within the common elements;

253 L. Abide by and be bound by any and all rules and
254 regulations affecting the premises or the common area appurtenant
255 thereto which may be adopted or promulgated by the Condominium or
256 Homeowners' Association having control over them.

257 _____
258 (Signature of Tenant)

259 13. **DAMAGE TO PREMISES.** In the event the premises are
260 destroyed or rendered wholly uninhabitable by fire, storm,
261 earthquake, or other casualty not caused by the negligence of
262 Tenant, this Mississippi Lease Agreement shall terminate from such
263 time except for the purpose of enforcing rights that may have then
264 accrued hereunder. The rental provided for herein shall then
265 be accounted for by and between Landlord and Tenant up to the time
266 of such injury or destruction of the premises, Tenant paying



267 rentals up to such date and Landlord refunding rentals collected
268 beyond such date. Should a portion of the premises thereby be
269 rendered uninhabitable, the Landlord shall have the option of
270 either repairing such injured or damaged portion or terminating
271 this Lease. In the event that Landlord exercises its right to
272 repair such uninhabitable portion, the rental shall abate in the
273 proportion that the injured parts bears to the whole premises, and
274 such part so injured shall be restored by Landlord as speedily as
275 practicable, after which the full rent shall recommence and the
276 Mississippi Lease Agreement continue according to its terms.

277

(Signature of Tenant)

278

279 14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents
280 shall have the right at all reasonable times, and by all
281 reasonable means, without notice, during the term of this
282 Mississippi Lease Agreement and any renewal thereof to enter the
283 premises for the following purposes:

284

A. Inspect the property for condition;

285

B. Make repairs;

286

C. Show the property to prospective Tenants,

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prospective purchasers, inspectors, fire marshals, lenders,

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appraisers, or insurance agents;

289

D. Exercise a contractual or statutory lien;

290

E. Leave written notice;

291

F. Seize nonexempt property after default.



292 Landlord may prominently display a "For Sale" or "For Lease"
293 or similarly worded sign on the property during the term of this
294 Lease or any renewal period.

295 If Tenant fails to permit reasonable access under this item
296 14, Tenant will be in default.

297 _____
298 (Signature of Tenant)

299 15. **SUBORDINATION OF LEASE.** This Mississippi Lease Agreement
300 and Tenant's interest hereunder are and shall be subordinate,
301 junior and inferior to any and all mortgages, liens or
302 encumbrances now or hereafter placed on the premises by Landlord,
303 all advances made under any such mortgages, liens or encumbrances
304 (including, but not limited to, future advances), the interest
305 payable on such mortgages, liens or encumbrances and any and all
306 renewals, extensions or modifications of such mortgages, liens or
307 encumbrances.

308 _____
309 (Signature of Tenant)

310 16. **TENANT'S HOLD OVER.** If Tenant remains in possession of
311 the premises with the consent of Landlord after the natural
312 expiration of this Mississippi Lease Agreement, a new tenancy from
313 month-to-month shall be created between Landlord and Tenant which
314 shall be subject to all of the terms and conditions hereof except
315 that rent shall then be due and owing at \$ _____ per



316 month and except that such tenancy shall be terminable upon
317 fifteen (15) days written notice served by either party.

318 _____
319 (Signature of Tenant)

320 17. **SURRENDER OF PREMISES.** Upon the expiration of the term
321 hereof, Tenant shall surrender the premises in as good a state and
322 condition as they were at the commencement of this Mississippi
323 Lease Agreement, reasonable use and wear and tear thereof and
324 damages by the elements excepted.

325 _____
326 (Signature of Tenant)

327 18. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by
328 a separate written Pet Addendum to this Residential Lease
329 Agreement. Tenant shall not permit any animal, including mammals,
330 reptiles, birds, fish, rodents, or insects on the property, even
331 temporarily, unless otherwise agreed by a separate written Pet
332 Agreement. If Tenant violates the pet restrictions of this Lease,
333 Tenant will pay to Landlord a fee of \$_____ per day per
334 animal for each day Tenant violates the animal restrictions as
335 additional rent for any unauthorized animal. Landlord may remove
336 or cause to be removed any unauthorized animal and deliver it to
337 appropriate local authorities by providing at least 24-hour
338 written notice to Tenant of Landlord's intention to remove the
339 unauthorized animal. Landlord will not be liable for any harm,
340 injury, death, or sickness to any unauthorized animal. Tenant is



341 responsible and liable for any damage or required cleaning to the
342 property caused by any unauthorized animal and for all costs
343 Landlord may incur in removing or causing any unauthorized animal
344 to be removed.

345 _____
346 (Signature of Tenant)

347 19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless
348 authorized by a separate written Waterbed Addendum to this
349 Residential Lease Agreement.

350 _____
351 (Signature of Tenant)

352 20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the
353 sums referred to herein as being payable by Tenant and Tenant's
354 performance of all Tenant's agreements contained herein and
355 Tenant's observance of all rules and regulations, shall and may
356 peacefully and quietly have, hold and enjoy said premises for the
357 term hereof.

358 _____
359 (Signature of Tenant)

360 21. **INDEMNIFICATION.** Landlord shall not be liable for any
361 damage or injury of or to the Tenant, Tenant's family, guests,
362 invitees, agents or employees or to any person entering the
363 premises or the building of which the premises are a part or to
364 goods or equipment, or in the structure or equipment of the
365 structure of which the premises are a part, and Tenant hereby



366 agrees to indemnify, defend and hold Landlord harmless from any
367 and all claims or assertions of every kind and nature.

368 _____
369 (Signature of Tenant)

370 22. **DEFAULT.** If the Tenant fails to pay rent when due and
371 the Landlord has provided, within seven (7) days after the
372 nonpayment, delivery of written notice of such failure to pay, and
373 if such nonpayment continues after the seven-day notice is given,
374 then the Tenant waives his or her right to justice court and
375 agrees to local law enforcement jurisdiction for removal from the
376 premises.

377 _____
378 (Signature of Tenant)

379 23. **ABANDONMENT.** If at any time during the term of this
380 Mississippi Lease Agreement Tenant abandons the premises or any
381 part thereof, Landlord may, at Landlord's option, obtain
382 possession of the premises in the manner provided by law, and
383 without becoming liable to Tenant for damages or for any payment
384 of any kind whatever. Landlord may, at Landlord's discretion, as
385 agent for Tenant, relet the premises, or any part thereof, for the
386 whole or any part thereof, for the whole or any part of the then
387 unexpired term, and may receive and collect all rent payable by
388 virtue of such reletting, and, at Landlord's option, hold Tenant
389 liable for any difference between the rent that would have been
390 payable under this Mississippi Lease Agreement during the balance



391 of the unexpired term, if this Mississippi Lease Agreement had
392 continued in force, and the net rent for such period realized by
393 Landlord by means of such reletting. If Landlord's right of
394 reentry is exercised following abandonment of the premises by
395 Tenant, then Landlord shall consider any personal property
396 belonging to Tenant and left on the premises to also have been
397 abandoned, in which case Landlord may dispose of all such personal
398 property in any manner Landlord shall deem proper and Landlord is
399 hereby relieved of all liability for doing so.

400

(Signature of Tenant)

401
402 24. **ATTORNEY'S FEES.** Should it become necessary for
403 Landlord to employ an attorney to enforce any of the conditions or
404 covenants hereof, including the collection of rentals or gaining
405 possession of the Premises, Tenant agrees to pay all expenses so
406 incurred, including a reasonable attorney's fee.

407

(Signature of Tenant)

408
409 25. **RECORDING OF MISSISSIPPI LEASE AGREEMENT.** Tenant shall
410 not record this Mississippi Lease Agreement on the public records
411 of any public office. In the event that Tenant shall record this
412 Mississippi Lease Agreement, this Mississippi Lease Agreement
413 shall, at Landlord's option, terminate immediately and Landlord
414 shall be entitled to all rights and remedies that it has at law or
415 in equity.



416

(Signature of Tenant)

417

418 26. **GOVERNING LAW.** This Mississippi Lease Agreement shall
419 be governed, construed and interpreted by, through and under the
420 Laws of the State of Mississippi.

421

(Signature of Tenant)

422

423 27. **SEVERABILITY.** If any provision of this Mississippi
424 Lease Agreement or the application thereof shall, for any reason
425 and to any extent, be invalid or unenforceable, neither the
426 remainder of this Mississippi Lease Agreement nor the application
427 of the provision to other persons, entities or circumstances shall
428 be affected thereby, but instead shall be enforced to the maximum
429 extent permitted by law.

430

(Signature of Tenant)

431

432 28. **BINDING EFFECT.** The covenants, obligations and
433 conditions herein contained shall be binding on and inure to the
434 benefit of the heirs, legal representatives, and assigns of the
435 parties hereto.

436

(Signature of Tenant)

437

438 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used
439 herein are for convenience of reference only and they are not



440 intended to have any effect whatsoever in determining the rights
441 or obligations of the Landlord or Tenant.

442 _____
443 (Signature of Tenant)

444 30. **CONSTRUCTION.** The pronouns used herein shall include,
445 where appropriate, either gender or both, singular and plural.

446 _____
447 (Signature of Tenant)

448 31. **NONWAIVER.** No delay, indulgence, waiver,
449 nonenforcement, election or nonelection by Landlord under this
450 Mississippi Lease Agreement will be deemed to be a waiver of any
451 other breach by Tenant, nor shall it affect Tenant's duties,
452 obligations, and liabilities hereunder.

453 _____
454 (Signature of Tenant)

455 32. **MODIFICATION.** The parties hereby agree that this
456 document contains the entire agreement between the parties and
457 this Mississippi Lease Agreement shall not be modified, changed,
458 altered or amended in any way except through a written amendment
459 signed by all of the parties hereto.

460 _____
461 (Signature of Tenant)

462 33. **NOTICE.** Any notice required or permitted under this
463 Lease or under state law shall be delivered to Tenant at the
464 property address, and to Landlord at the following address:



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466

467

468

(Signature of Tenant)

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475

(Signature of Tenant)

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(Signature of Tenant)

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34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

35. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.

36. **RADON NOTIFICATION.** The following disclosure is made:
RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Mississippi. Additional information regarding radon and radon testing may be obtained from your County Health Department.



490

491

(Signature of Tenant)

492

37. **WAIVER OF NOTICE.** TENANT HEREBY WAIVES HIS OR HER RIGHT

493

TO NOTICE PURSUANT TO CHAPTER 8, TITLE 89, MISSISSIPPI CODE OF

494

1972.

495

496

(Signature of Tenant)

497

38. **ADDENDUMS** (if applicable)

498

499

_____.

500

As to Landlord this _____ day of _____, 20____.

501

LANDLORD:

502

Sign: _____

503

Print: _____ Date: _____

504

As to Tenant, this _____ day of _____, 20____.

505

TENANT

506

Sign: _____

507

Print: _____ Date: _____

508

TENANT:

509

Sign: _____

510

Print: _____ Date: _____

511

SECTION 2. Section 1 of this act shall be codified as a new

512

section in Chapter 8, Title 89, Mississippi Code of 1972.

513

SECTION 3. This act shall take effect and be in force from

514

and after July 1, 2016.

