

## Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Landlord" and \_\_\_\_\_, hereinafter referred to as "Tenant".

1. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at \_\_\_\_\_ for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and thereafter until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which time this Lease Agreement shall automatically renew each year unless terminated in writing. *The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving. Notice must be given on the first day of month. If notice is given after the first day of the month, the 1 month (30 day) notice will not start until the following month. (The notice must be one full calendar month starting on the first day of a month.)* Rent may be increased at any time after first year and the security deposit can not be used for rent.
2. Tenant shall pay as rent the sum of \$ \_\_\_\_\_ per month, due and payable monthly, in advance, no later than 5:00 p.m. by the forth day of every month. Tenant further agrees to pay a late charge of \$ \_\_\_\_\_ for each day rent is not received after the forth of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ \_\_\_\_\_ will be paid to Landlord for all dishonored checks.
3. As an incentive to Tenant to make rent payments **before the first of the month** and for being responsible for all minor maintenance of the premises, a pre-payment discount in the amount of \$ \_\_\_\_\_ may be deducted from the above rental amount each month. **Said discount will be forfeited if Tenant fails to perform as stated above.**
4. Tenant agrees to use said dwelling as living quarters only for \_\_\_\_\_ adults and \_\_\_\_\_ children, namely:

and to pay \$50.00 each month for each other person who shall occupy the premises in any capacity.

5. Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of \$185.00 upon vacating the premises. The carpets are to be professionally cleaned. If you prefer that we have the carpets cleaned for you the charge will be billed to you. Carpet cleaning cost are in addition to cleaning charge.
6. PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD. As additional rent, Tenant agrees to pay a non-refundable pet fee of \$10.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "B", and incorporated herein by reference. PET NAMES AND DESCRIPTION:
7. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.
8. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
9. All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
10. Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.
11. No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant shall purchase renter's insurance. \_\_\_\_\_ is to be named as additional Insured.
- IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside *must not be removed without written permission from the property manager.* This includes landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.
12. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
13. Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours

- to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.
14. Tenant agrees to pay a Security Deposit of \$ \_\_\_\_\_ to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense.
15. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
- A. The full term of the Agreement has been completed.
  - B. No damage to the premises, buildings, grounds is evident.
  - C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.
  - D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc. WATER BILL MUST BE PAID IN FULL AND COPY OF PAID FINAL BILL SENT TO LANDLORD.
  - E. All keys have been returned.
  - F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
  - G. It is the tenant's responsibility to call, make arrangements, and be at residence to let meter readers in for final reading on gas, electric, and water. If Landlord has to do this, there is a \$50 charge for each utility.
16. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time. No payment by the tenant or receipt by the landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than *on account* of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the landlord may accept such a partial payment without prejudice to his rights to collect the balance of such rent.
17. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.
18. Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check.
19. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord.
20. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$10.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, all court costs and attorney's fees and all costs of collection. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in \_\_\_\_\_ County, State of \_\_\_\_\_. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.
21. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motorhome, recreational vehicle or trailer of any type on the premises.
22. Tenant's obligations are as follows:
- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
  - B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
  - C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
  - D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
  - E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
  - F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
  - G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure

to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

23. No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.
24. Tenant agrees to install and maintain a telephone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its installation.
25. In the event repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Landlord. Tenant is offered the discount as an incentive to make his own decisions on repairs to the property and to allow Landlord to rent the property without the need to employ professional management. Therefore, as much as possible, Tenant should refrain from contacting the Landlord or his agent except for emergencies, or for expensive repairs. Such involvement by the Landlord or his agent will result in the loss of the discount and/or deductible.
26. Tenant warrants that any work or repairs performed by him will be undertaken only if he is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.
27. Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking.
28. Appliances or furniture in the unit at date of lease per the attached Exhibit "A", are loaned, not leased to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair.
29. Tenant is responsible for all glass, screen, and storm door repairs.
30. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.
31. Regardless of assignment of responsibility, Tenant agrees to be responsible for the first \$75.00 of any repair or maintenance required on the major systems of the property for the term of the lease. This deductible applies per occurrence.
32. Tenant accepts entirely the responsibility for recharging air conditioner compressor and the cleaning of furnace or replacement of furnace filters.
33. Smoke Detectors have been installed and are in operable condition in the following places.

Tenant initials \_\_\_\_\_. From this time on you will be required to maintain the smoke detectors. Any new batteries are your responsibility. If you have any questions about the smoke detectors, you should call us promptly.

I/We, the undersigned, have personally checked the smoke alarms in the unit which is provided and find it/them to be in working order. I/We understand that the law requires me/us to maintain the alarm/s and keep fresh batteries in the mechanism. Tenants failure to do so absolves the Landlord, or agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm.

Tenant signature \_\_\_\_\_ Date \_\_\_\_\_

34. NO WATER BEDS PERMITTED WITHOUT WRITTEN PERMISSION.
35. All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus you will be charged the cost of restoring the property to rental condition plus advertising and rent loss incurred until the new resident moves in. Your liability for rent loss is limited to thirty (30) days after restoration is complete.
36. Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.

You also acknowledge receiving the EPA Booklet "Protect Your Family From Lead In Your Home"

X \_\_\_\_\_

Tenant Signature Date

X \_\_\_\_\_

Tenant Signature Date

37. From time to time, owner may be represented by an agent who will carry identification.
38. In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.
39. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
40. TENANT agrees to send all notices to Landlord or Property Manager in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
41. The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English.

YOU SHOULD READ AND UNDERSTAND THIS LEASE, IT IS A LEGAL AND BINDING CONTRACT.

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19 \_\_\_\_\_,

at \_\_\_\_\_

(Address, City and State)

Tenant 1

Tenant 3

Tenant 2

Landlord, Property manager or Agent

## EXHIBIT "A"

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's rental agreement or lease on the following basis: Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his expense. If tenant fails to pay rent by the fifth day of the month, the landlord/manager or his representative may enter building and remove appliances or furniture belonging to Landlord without giving tenant advance notice.

### APPLIANCES AND/OR FURNITURE

	Furniture Description	Appliance Number or Item	Condition	Location
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "B"**

### **PET AGREEMENT**

Date: \_\_\_\_\_ (Addendum to Lease Agreement)

This agreement is attached to and forms a part of the Lease Agreement dated \_\_\_\_\_ between \_\_\_\_\_, Landlord, and \_\_\_\_\_, Tenant(s).

Tenants desire to keep a pet named \_\_\_\_\_ and described as \_\_\_\_\_ in the dwelling they occupy under the rental agreement or lease referred to above, and because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenants agree to the following terms and conditions in exchange for this permission:

1. Tenants agree to keep their pet under control at all times.
2. Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3. Tenants agree not to leave their pet unattended for any unreasonable periods.
4. Tenants agree to dispose of their pet's droppings properly and quickly.
5. Tenants agree to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or his agent.
6. Tenants agree to get rid of their pet's offspring within eight weeks of birth.
7. Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will add \$ \_\_\_\_\_ to their Security Deposit, any of which may be used for cleaning, repairs, or delinquent rent when Tenants vacate.
8. Tenants agree that Landlord reserves the right to revoke permission to keep the pet should Tenants break this agreement.
9. Tenant agrees to pay an additional \$ \_\_\_\_\_ in rent per month per pet.

TENANT

LANDLORD