

RESIDENTIAL LEASE AGREEMENT

This agreement is made this _____ day of _____, 200____, by and between _____, Lessor, and _____, Lessee(s), and is for the premises commonly known as _____.

Said premises is furnished/unfurnished, and contains:

Witnesseth: that for and in consideration of the payment of rent as called for herein, and of the performance of the covenants herein, the Lessor does hereby lease to the Lessee, and the Lessee does lease from the Lessor the above described property.

1) Term: The term of the lease shall be for a period of _____ months and shall commence on the _____ day of _____, 200____ and shall continue until the _____ day of _____, 200____. Lessee shall pay \$_____ for the term of the lease as follows:

In advance, on, or before the 1st Day of each month commence the _____ day of _____, 200____, an installment of \$_____ and additional installments of \$_____, on or before the 1st day of each month thereafter.

2) Security: A security deposit in the total amount of \$_____ has been paid in full and lessor hereby acknowledges receipt of \$_____, as and for the security deposit. All but \$_____ of the security deposit shall be refundable upon expiration of the lease, subject to Landlord's offsets for cleaning and damages in excess of \$_____. The deposit shall not serve as last month's rent, and rent for that month shall be paid as set forth above.

3) It is further agreed and understood that rent shall not be prorated on a daily basis, and rent when due, is due and payable for the entire month.

4) Occupancy: It is further agreed that occupancy is to limited to no more than _____ adults and _____ children; that all utilities are to be paid by the Lessee, and Lessee has the utilities placed in Lessee's name.

5) Pets: Pets shall not be allowed under this agreement and any change shall require the written consent of the Lessor.

6) Sublet/Assignment: Lessee shall not sublet said premises or any part thereof or assign or pledge this agreement without the prior written consent of Lessor.

- 7) Termination: Upon expiration of this agreement the Lessee shall peacefully surrender the premises to the Lessor in as good a condition as when received, normal wear excepted.
- 8) Maintenance: Lessee shall maintain the premises in a clean and sanitary condition at all times, and in such manner as to not be offensive to the senses or damaging to the property, as judged by the Lessor. Lessee shall water and maintain all plants immediately adjacent to the outside of the unit. Lessee shall be responsible for pest control.
- 9) Alterations: Lessee shall make no alteration, addition, or improvement to the premises inside or outside without the prior written consent of Lessor.
- 10) Repairs: Lessee acknowledges that all appliances are in good working order and Lessee shall effectuate all repairs to fixtures, coolers, and premises as needed that stem from the misuse or negligence of the Lessee. In no event shall the Lessor be responsible for repairs, service, maintenance, or damages occasioned by the negligence or willful misuse by the Lessee, and costs advanced upon behalf of the Lessee by Lessor shall accrue as rent to be paid with the regular rent on or before the day rent is next due. Lessee acknowledges that the premises are fit and habitable and that there are no outstanding or unperformed requests for repair.
- 11) Encumbrances: Lessee agrees to not encumber or cause any encumbrance or lien of any sort to be placed upon the title to the property and agrees to indemnify Lessor for the costs of any action, whether commercial or legal, to clear such encumbrances or liens. Further, the occurrence of a lien or encumbrance brought about through the action of Lessee shall constitute grounds for breach of lease, and Lessor may terminate the lease agreement. Any amounts advanced by Lessor to remove an encumbrance or lien shall be considered unpaid rent and the same shall be due from Lessee to Lessor immediately, without demand.
- 12) Conduct: The Lessee(s) shall conduct themselves, and require their guests on the premises likewise to conduct themselves, in a manner that will not interfere with the peaceful and quiet enjoyment of the neighboring premises.
- 13) Tenancy: Upon expiration of the term required by this agreement, the agreement shall continue in full force and effect on a month-to-month basis, reserving the right of both parties to terminate the agreement with a 30-day notice, as required by law. Lessor may increase the amount of monthly rent next due after expiration of the lease term by giving written notice 30 days prior to the last day of the lease. Subsequent rent increases shall be at the discretion of the landlord, subject to the legal requirements of law. Nothing in this paragraph shall preclude the parties from voluntarily entering into a new agreement or extending this lease agreement.
- 14) Breach: Failure to pay rent or other lawful charges when due, or to comply with any other provision of this lease or applicable Landlord/Tenant law, shall constitute an immediate and material breach, and the injured party, may, upon service of such notice as is required by law, terminate the lease.

- 15) Forfeiture/Default/Costs: The security deposit will be returned upon termination of this agreement and upon the surrender by Lessee of the entire premises, subject to inspection of Lessor, and upon a finding that there is no damage by reason of the acts of Lessee, guests, and invitees, nor any other material noncompliance or unfilled obligation of Lessee relating to this lease, and further providing that there is no outstanding rent due or financial obligation as called for, either expressly or impliedly by this agreement or the operation of law. In the event Lessee unilaterally terminates the lease prior to the expiration of its term, the deposit shall be forfeited. In all other cases, Lessor may use all or part of the deposit as an offset for cleaning, repairs, and damage, over and above normal wear and tear occasioned by the tenancy.
- 16) Attorney Fees: In the event of a breach or other dispute, the prevailing party shall be entitled to its reasonable costs and attorney's fees.
- 17) Subordination: This agreement is and shall remain subordinate to any encumbrance now existing or hereafter placed upon the residence by operation of law or by Lessor.
- 18) Notices and Payment: All notices shall be made in writing and delivered or mailed. In the case of the Lessor, to: _____; in the case of the Lessee, to the address of the premises. Rent shall be payable at the Lessor's address, by mail or in person.
- 19) Partial Payment: Partial payment of rent is not acceptable, and tender and acceptance by Lessor shall not constitute waiver of Lessor's rights, nor shall acceptance serve to create a course of dealing between the parties.
- 20) Payments/NSF Checks: Rent is due and payable on the first day of each month. If any installment is late, the Lessee shall be in breach and owner shall be entitled to terminate this agreement for nonpayment of rent. Rent tendered and accepted after the 5th day of the month shall be subject to, and include, a late charge of \$ _____.00. A charge of \$ _____.00 will be imposed for any and all checks returned by the bank for reasons of insufficient funds or closed account. Imposition of this charge shall not preclude Lessor from seeking any and all other remedies that may be available at law.
- 21) Access: Lessor reserves the right to enter the premises at reasonable times and upon reasonable notice to Lessee in order to inspect, make necessary repairs, supply service to the Lessee, or show it to prospective purchasers, lien holders, contractors, or health or building inspectors, or other public officials in the course of their public duties. A 48-hour notice shall be given to Lessee in the normal course of events. Lessee agrees to make the premises available to Lessor to effect repairs and waives notice in case of emergency.
- 22) Keys: Lessee acknowledges the receipt of two door keys. Lessee agrees to reimburse Lessor for all costs associated with the loss of keys by Lessee. Upon the expiration of the agreement, Lessee agrees to return the keys, and in lieu thereof, pay all costs and consequential damages associated with the replacement thereof.
- 23) Binding Effect: This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Lessor and Lessee, except as specifically noted.

24) Amendment: The terms, conditions, responsibilities, obligations, rights, duties, and privileges created or called for under this lease may be modified only by a writing signed by both parties.

25) Lead-Based Paint Disclosure: Tenant acknowledges receipt of the required Lead-Based Paint disclosure.

Lessee, by initialing, acknowledges receipt of a copy of this agreement.

Lessee

_____/_____/_____

Date

Lessor

_____/_____/_____

Date