

RESIDENTIAL LEASE AGREEMENT

This Lease Agreement is entered by and between _____ and _____ on _____. Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at: _____ to Tenant.

LEASE TERM: The lease will start on _____ and will end on _____.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$ _____.00 **cash deposit** on the ____ **day of each month** at: _____.

LATE CHARGES: If any amount under this lease is more than ____ days late, Tenant agrees to pay a late fee of \$ _____ per week. After _____ days eviction process will begin.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$ _____ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

BREAKING OF LEASE: If the tenant/tenants choose to break the lease during the unexpired term, the tenant/tenants agree to pay the equivalent of **two months of rent**, plus the security deposit will be retained by the landlord, unless the tenant enters into an agreement with the landlord to purchase the leased property.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for the equivalent of two months of rent or any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

PETS: Tenant is / is not allowed to keep ____ pets(s) on the Premises. *Initials Landlord* _____ *Tenant* _____

Non-Smoking: This property has been designated as Non-Smoking. *Initials Landlord* _____ *Tenant* _____

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes, and orders regarding the use of the Premises

Landlord _____ Tenant _____

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in as good condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

OCCUPANTS: Tenant agrees that no more than ____ persons may reside on the Premises, without prior written consent of the Landlord. Children occupying property: _____.

SUB-LETTING: Tenant shall not sublet to any other individuals without prior written permission.

CONDITION OF PREMISES: Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous *by any responsible insurance company*.

UTILITIES AND SERVICES: Tenant will be responsible for all utilities and services required on the Premises, except Landlord will provide: _____. (list services paid by Landlord or "none")

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing. Any portable or movable structures brought in by Tenant shall be removed at end of lease. If abandoned, Tenant agrees to pay for expenses of removal if any are incurred.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate, and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect, or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Tenant is to maintain the yard, utilities, and general care of the property as required in daily living.

RIGHT OF INSPECTION: Landlord may enter the property at all reasonable times to inspect. Tenant agrees to make the premises available to Landlord or Landlord's for the purposes of inspection, making, improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

Landlord _____ Tenant _____

HOLDOVER: In the event Tenant remains in possession of the Premises for any period ("Holdover Period"), after the expiration of the Lease Term a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$ _____ per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at its option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least _____ consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than _____ days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenants will be away from the premises for more than _____ consecutive days, Tenants agree to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim, or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above. **Initials** Landlord _____ Tenant _____

CUMULATIVE RIGHTS: Landlord and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

LAWS AND RULES: Tenant shall obey all applicable laws, rules restrictions, ordinances and regulations with respect the property. No cars are to be parked up in the yard. No overhauling or repairing of cars on lot and cars must be in driving conditions and have current licenses or the cit will be notified.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants during anytime of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

Landlord _____ Tenant _____

KEYS: Tenant will be given ____ key(s) to the Premises, and ____ mailbox key(s). Tenant shall be charged \$_____ if all keys are not returned to Landlord following termination of the Lease.

LIQUID-FILLED FURNITURE: Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the premises without Landlord's prior written consent.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

ADDITIONAL TERMS & CONDITIONS (Specify "none" if there are no additional provisions)

Initials Landlord _____ Tenant _____ Residential Lease

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.
[Signature]

LANDLORD:

(Name)

date

TENANT:

(Name)

date

TENANT:

(Name)

date

TERMS APPROVED by the Association prior to tenant(s) signature.

(Officer Signature)

date

(Officer Signature)

date

PREMISES INSPECTION

MOVE-IN / MOVE-OUT

The Premises should be inspected immediately before the Lease is signed or the premises are occupied

| | |
|-----------------------------|---------------------------|
| Address of Premises: | |
| Move In date | Move out date |
| Inspected by (for Landlord) | Inspected by (for Tenant) |

| | MOVE-IN | | Comments | MOVE-OUT | | Comments |
|------------------|---------|----|----------|----------|----|----------|
| | OK | NO | | OK | NO | |
| Bedroom 1 | | | | | | |
| Bedroom 2 | | | | | | |
| Bedroom 3 | | | | | | |
| Bathrooms | | | | | | |
| Entry Area | | | | | | |
| Living Areas | | | | | | |
| Balcony | | | | | | |
| Carpeting | | | | | | |
| Ceilings | | | | | | |
| Closets | | | | | | |
| Dishwasher | | | | | | |
| Disposal | | | | | | |
| Drapes / Blinds | | | | | | |
| Doors | | | | | | |
| Fireplace | | | | | | |
| Lights | | | | | | |
| Locks | | | | | | |
| Patio | | | | | | |
| Refrigerator | | | | | | |
| Screens | | | | | | |
| Storage | | | | | | |
| Stove | | | | | | |
| Walls | | | | | | |
| Windows | | | | | | |
| Window coverings | | | | | | |
| Yard | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES:

Landlord and Tenant have inspected the Premises on _____ (Date). The move in conditions are those noted on this inspection as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

Tenant: _____

Acknowledged by Landlord:

**RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ Tenant has received copies of all information listed above.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | |
|----------|-------|----------|-------|
| _____ | _____ | _____ | _____ |
| Landlord | Date | Landlord | Date |
| _____ | _____ | _____ | _____ |
| Tenant | Date | Tenant | Date |