

Residential Lease

1. Date and Parties

This agreement dated _____ 20__ by and between _____ (hereinafter called "Landlord" or "Lessor"), and _____ hereinafter called "Tenant(s)" or "Lessee(s)").

2. Rented Property

The Landlord hereby rents to the Tenant(s) the property described below:

[Address of rental unit]

to be used and occupied as a residence for no more than _____ person(s) and for no other purpose (written permission must be obtained from owner for additional Tenant(s)).

3. Agency

The agent for this property is: _____

Make check payable to: _____

Mail to: _____

4. Term of Agreement

The term of this lease agreement shall be for _____ months with such term commencing on _____, 20__ and terminating on _____, 20__.

5. Rent

Tenant(s) agrees to pay rent in equal monthly installments of \$_____ to be paid on or before the FIRST calendar day of each month without notice or demand for the term of the Lease Agreement. A late charge of _____ of the monthly rent will be assessed for rents received on or after the _____ day of each month. A late charge of _____ percent of the monthly Rent will be assessed for rents received on or after the _____ day of the month. Late fees will automatically be assessed against your Security Deposit.

6 Rental Increase

The Landlord shall give the Tenant(s) notice by _____, 20__ of its intention to increase the rent for the new renewal term. The Tenant(s) must reply by _____ 20__ of the Tenant(s) intention to renew the Lease. In the event no notice is given, an automatic increase of _____ % will go into effect as of the new lease period.

End of Term Notice

Landlord and Tenant(s) agree that _____ days written notice must be given by _____ by either Landlord or Tenant(s) of the intent to terminate this agreement upon conclusion of the lease term specified in item #4, is necessary or this agreement shall automatically renew at the end of the said term for a period of _____ year, upon the same terms and conditions in effect during the original lease term. In the event no notice is given, an automatic increase of _____ will go into effect as of the new lease period.

7. Further Financial Obligations:

(A) The Landlord and Tenant(s) agree to assume responsibility for the following charges, as checked below:

	LANDLORD	TENANT(S)
Electricity	_____	_____
Water & sewer	_____	_____
Gas:	_____	_____
Other:	_____	_____
Tenant initial _____	Tenant initial _____	Landlord initial _____

- (B) Tenant(s) is responsible for damage caused by their neglect or abuse, intentional or otherwise, which includes broken glass, stopped up drains, etc.
- (C) Tenant(s) will pay the first full month's rent (pre-paid rent) in the amount of \$_____ in advance to apply to the original Lease upon execution of the Lease. There is a \$25.00 charge for bounced checks returned by the bank for any reason, in addition to the late fees, and court charges, if any. Security deposit is equal to one month's rent
- (D) Tenant(s) is responsible for service, repair, leasing, or purchasing of telephone, telephone equipment and cable equipment and service.
- (E) Tenant(s) may not take possession until all financial obligations of the lease are met.

9. Inability to Give Actual Possession

If the Landlord is unable to give the Tenant(s) actual possession of the rented property at the beginning of lease term for any reason not attributable to the Tenant(s), the Tenant(s) is not liable for the rent during the time the Tenant(s) is denied possession (then or ever). In no case will the Landlord be held liable for failure to provide actual possession if the circumstances are beyond its control.

10. Fire, Casualty, or Mishap

The Tenant shall notify the Landlord at once of any fire or other mishap in the property. If the Property is destroyed by fire or mishap or damaged to an extent that use of the Property is substantially impaired, the Tenant(s) shall choose either (a) or (b) below.

- a) Immediately move out and within twenty-four (24) hours, or before the end of the next business day, notify the Landlord that the lease is ended and that this lease shall end as of the date Tenant(s) has moved out.
- b) If the applicable code allows, the Tenant(s) may continue to occupy part of the property. Landlord will reduce the rent by the percentage of the property that is unusable, until repaired.
- c) If the applicable code does not allow the Tenant(s) to continue to occupy the property, this lease will end immediately. The Tenant(s) must move out within twenty-four (24) hours or before the end of the next business day.
- d) If the Lease is ended, as a result of fire or other mishap, the Landlord shall return all prepaid rent not used as of the day of the fire or mishap, and the security deposit.

If the fire or other mishap is caused by the act of neglect of the Tenant(s), Tenant(s)'s guests, acquaintances, family or persons who are on the Property with the permission of the Tenant(s), the Tenant(s) shall pay for all repairs and all other damages.

11. Eminent Domain and Taking of Private Property

The government has the right to take private property. If the government takes this property from the Landlord, the lease may end at the time the Landlord loses ownership of the property. If only part of the property is taken, the Tenant(s) must vacate that part of the property. If the entire property is taken, the Tenant must vacate the property when notified. In the event this occurs, no further rent will be due.

12. Tenant(s)'s Promises: [Stacy – go through this list and keep what you want, etc.]

PART I; Tenant(s)'s Promises

The Tenant(s) agrees that all of the following are PROHIBITED. Any violation of these clauses will be cause for immediate termination:

- (A) They will not decorate or affix anything to the walls (except tiny nail holes) or floors.
- (B) No **PETS** are permitted without prior written permission of Landlord.
- (C) No waterbeds or Kerosene heaters are permitted.
- (D) No motor bikes, or motorcycles inside or outside of the property.
- (E) No group practice of musical instruments.
- (F) They will not deliberately or negligibly destroy, deface, impair or remove any part of the premises.
- (G) They will not keep anything in the property, which is flammable, dangerous, or might increase the danger of fire or other casualty.
- (H) They will not put old, worn, or deteriorated furniture on the front porch or balcony.
- (I) Tenant(s) will not act in a manner, which is reasonably deemed to be offensive or unpleasant to the Landlord or any occupants or neighbors of the rented property. Tenant(s) agrees to show consideration of his/her neighbors by keeping all noise and music to a minimum at all times and particularly after 10:00pm and before 8:00am. Noise that disturbs neighbors is deemed **TOO MUCH** noise.
- (J) All obligations of the Tenant named in this Lease Agreement are exclusive of normal wear and tear to the property and the contents thereof.

PART II; Tenant(s)'s Promises.

- (K) They will keep the parts of the building that they occupy or use as clean and safe as conditions permit.
- (L) They will comply with all obligations imposed on Tenant(s) by building and housing codes.
- (M) They will remove from the premises all trash, garbage, rubbish and all other wastes in a manner established by the Landlord. The Tenant(s) causing the violation will pay any violations resulting in fines being assessed against the Landlord, due to the failure of Tenant(s) to act in accordance with the applicable code for Trash Collection.
- (N) They will keep all plumbing that they use in a clean and workable condition. They will not use “Drano”, “Liquid Plumber”, or other similar products to clean drains or remove obstructions from drains such as hair or food waste.
- (O) They will use reasonably all electrical, plumbing, sanitary, heating, ventilating, air conditioning, appliances and other facilities, including any elevators on the property.
- (P) They will conduct themselves in a manner that will not disturb or damage other people. Additionally, they will do nothing to destroy the peace and quiet of the Landlord, other Tenants or persons in the neighborhood.
- (Q) Tenant(s) agrees that the owner, Landlord, or agent is not responsible for damage or loss to Lessee(s) property. Tenant(s) should obtain a Tenant(s) homeowner’s insurance policy to protect Lessee(s) property. _____(initial)

- (R) The Tenant(s) will give the Landlord and his agent access to the premises during business hours, in case of emergencies and at all reasonable times.
- (S) The Tenant(s) will allow the Landlord and his agents to show prospective Tenant(s), or prospective Buyer(s) the premises during business hours, and additionally at all reasonable times, with 24 hour prior notice provided to current resident.
- (T) The Tenant(s) agrees that they shall permit Landlord at any time to erect and maintain on or near the property "Sale", "Rent", or "Information" signs that inform the public that the property is available and direct the public to the Landlord, owner or agent.
- (U) If requested by Landlord, Tenant(s) will sign an estoppel certificate verifying rent, security deposit, lease term, and last months' rent, if any.
- (Y) The Tenant(s) agrees that the rental property is to be found and left in professionally clean condition.
- (Z) If Tenant(s) decides not to take the rental unit after signing the lease, all monies paid will be forfeited. Tenant further agrees that in the event the Tenant(s) vacate the property prior to the end of the lease period, the Tenant(s) is responsible for the ongoing rental payments for the remainder of their lease term or until another Tenant(s) signs a lease and takes possession of the rental unit and the Landlord is satisfied with that Tenant(s). The Tenant(s) agrees that in the event the Tenant(s) vacate prior to the end of their lease period, they will be liable for advertising costs in addition to re-rent fees, which re-rent fee is equal to one-half months rent.
- (AA) If Tenant(s) stays in the unit after their lease ends, the Tenant(s) becomes a holdover Tenant(s), and will be charged double the monthly rent until they vacate.
- (BB) The Tenant(s) is responsible for the behavior of his/her friends, invitees, guests or any other people who are on the premises with or without his/her permission.
- (CC) Tenant(s) will pay the costs of all repairs, which are the result of negligence of the Tenant(s), or any guest of the Tenant(s).

13. **Landlord Promises:**

- (A) All Lease Agreements require a security deposit with the Landlord as security for unpaid rent and damages caused by the Tenant(s) during the terms of the lease. Deposit is never used for rent for any reason. This deposit will be administered by the Landlord in accordance with all applicable state and local laws, and the deposit will be retained by the Landlord in escrow until the end of the lease term of the Tenant(s), and the balance, after charges, must be paid within thirty (30) days after the end of the lease term, provided that the Tenant(s) gives the Landlord or his agent a forwarding address in writing and that the Tenant(s) has vacated the premises. Landlord will return one check for security deposit for group units. Any questions about the refund must be sent in writing by mail or facsimile. All security deposits are deposited with: _____ . Receipt of the Security deposit in the amount of \$_____ is hereby acknowledged.
- (B) The Landlord also agrees that he will:
 - 1) Comply with all requirements of the applicable housing codes.
 - 2) Make repairs and do whatever is necessary to keep the premises in a fit and habitable condition.

14. **Tenant(s)'s Remedies:**

In the event of an emergency that seriously affects habitability, such as loss of an essential service; the Tenant(s) will contact the Landlord, using appropriate diligence, and may contact any appropriate authority, agency or utility. If any other sorts of repairs are needed, the Tenant(s) will notify the Landlord. If the Landlord fails to cure the problem in accordance with his obligations under this lease and with appropriate haste, Tenant(s) may exercise whatever lawful options are open to them.

15. **Landlord's Remedies:**

- (A) If the Tenant(s) violates any of the conditions of this lease other than those pertaining to the payment of the rent, the Landlord may give the Tenant(s) fifteen (15) days notice that a violation has occurred. If the default has not been cured or the objectionable behavior has not stopped, the Landlord may give the Tenant(s) five (5) days notice of termination of this agreement. At the conclusion of those five (5) days, the Landlord may begin eviction proceedings.
- (B) If Tenant(s) defaults in the payment of rent the Landlord may:
- 1) Terminate this Lease by giving the Tenant(s), in writing, five (5) days notice to vacate/leave the property. If the Tenant(s) has not paid all the money due, including reasonable interest charges by the end of the (5) days, the Landlord may begin eviction proceedings.
 - 2) Sue Tenant(s) in court to recover possession of the property and evict Tenant(s) from said property.
 - 3) Sue Tenant(s) in court for all damages including unpaid rent or other charges due and owing, including all court costs, and attorney's fees.
- In this section, Tenant(s) gives up his legal right to receive more than five (5) days notice to vacate/leave the property.
- (C) In all cases above, the lease is considered terminated if the Landlord wins an eviction judgment in the applicable court.
- (D) Tenant(s) will pay all expenses for Landlord and Tenant(s) complaints filed with the City, lawyers filing fees, all legal fees, and office expenses incurred for eviction procedures.
- (E) The Landlord may apply the security deposit towards any unmet obligation of the Tenant(s).
- (F) In the event Tenant(s) is evicted, Tenant(s) must remove all personal property within fourteen (14) days of the date of eviction. Any personal property that the Tenant(s) fails to remove within fourteen (14) days is considered abandoned by the Tenant(s). Landlord may then dispose of the personal property. Tenant(s) must also return keys to the Landlord.
- (G) Each Tenant(s) who signs this lease may be sued individually and held responsible for any Tenant's liability, or all the Tenants signing this lease may be held responsible collectively at the option of the Landlord.

16. **Subleasing and Assignment:**

The Tenant(s) may NOT sublet, transfer, give or sell his/her rights under this Lease agreement to any other person unless prior permission is obtained, in writing, from Landlord. There is a sublet fee due in the amount of \$ 250.00 (decided between the current Lessee and potential sub-lessee once permission has been obtained from Landlord.) The provisions of this lease are binding upon assigns, heirs, executors, personal representatives, and successors of either

17. **Arbitration:**

Both parties may agree to submit any dispute arising under this lease to final and binding arbitration, with arbitrator(s) to be chosen by mutual consent.

18. **Additional Agreements:**

- (A) Unless written below, apartment will be taken "AS IS". Landlord will perform normal maintenance throughout the tenure of this lease, as required. All apartments are painted white/bone. If resident chooses to custom paint the apartment, painting and other cosmetic decorating must first be APPROVED by Landlord. All custom painting and

cosmetic decorating will be the sole financial responsibility of the Tenant(s); however, these alterations must meet with the agreement of the Landlord. The apartment MUST BE returned to the original white/bone color at the expense of the Tenant(s) prior to the termination of the lease agreement. NO PHYSICAL ALTERATIONS ARE PERMITTED.

- (B) All small items will be thrown out, larger items will be hauled away and the resident bear the cost of all fess/charges incurred to haul such items away and the fee will be deducted from their Security Deposit.
- (C) The Landlord and Tenant(s) also agree to the following conditions:
- 1) No door locks can be changed without the Landlord's written permission, and with his permission, copies of keys must be given to the Landlord when the lock is changed. It is the Tenant(s)'s responsibility to pay for this service.
 - 2) Landlord will exterminate the apartment on as "as needed" basis if necessary and/or required.
 - 3) It is the Tenant(s)'s responsibility to supply shower curtains, light bulbs, and batteries, for smoke detectors if they are not hard wired detectors.
 - 4) Landlord is not responsible to carpet individual rooms.
 - 5) Tenant(s) is responsible for any locks that they want to place on their bedroom doors, and they must supply the Landlord with a key. Failure to provide the Landlord with a key will result in a charge to the Tenant(s). Locks may only be changed with the written consent of the Landlord.
 - 6) Any furniture and personal items left in the house or apartment after the expiration of the lease (Tenant(s)'s belongings), the Landlord will not be responsible for, and they will become property of the house, or thrown out.
 - 7) Tenant(s) agrees to relieve Landlord from all liability by reason of any injury, loss or damage to any person or property in the premises or the building, from any cause whatsoever, including unauthorized entry into or use of the leased premises, unless caused by or a result of the gross negligence and intentional act of the Landlord, his employees or agents.
 - 8) Tenant(s) will not paint any natural (unpainted) woodwork, fireplaces, mantles, etc., or paint over any wallpaper, or paint any part of the property without the Landlord's written permission.
 - 9) The Tenant(s) has read this lease and by signing has agreed that they were given the option by the Landlord to make changes, additions, or deletions to this lease agreement.
 - 10) Landlord will be responsible for the maintenance /repair/replacement of window A/C units. Resident will be responsible for the cleaning the filter on the units.
 - 11) Landlord agrees that any repairs will be made with reasonable dispatch due to normal wear and tear, and NOT due (caused by) to Tenant(s)'s negligence. Tenant(s) will pay the costs of all repairs, which are the result of negligence of the Tenant(s), or any guest of the Tenant(s).
 - 12) Tenant(s) agrees to maintain premises in good condition at all times, making minor repairs and contacting management office as needed. Tenant is responsible to pay for or repair broken windows and damage if done by Tenant(s), guests, or other acquaintances of Tenant(s), whether cause is by intent, neglect or accident.
 - 13) Tenants acknowledge that there is a working fire extinguisher installed/located in the **. If the fire extinguisher is used during tenancy, Tenant agrees to notify office of such use in order to order a replacement extinguisher. Fire extinguisher will remain in the unit upon tenant's departure otherwise tenant is responsible for the replacement cost of extinguisher.

- 14) Tenant is not and will not disarm any hard wired smoke detectors and/or annunciators. If it is noted by a maintenance technician during the course a maintenance call or by any other authorized building representative while that person is in a resident's apartment that these apparatus have been disconnected, a fine will be levied against the resident. These items are life saving devices and are not to be disconnected or tampered with in any way by a resident, FOR ANY REASON. If the device is malfunctioning, the resident is to call the office and report same, and the malfunction will be corrected. All costs associated with the repair to a fire safety device because they were disconnected by a resident will be directly charge to the resident.
19. **Attorney Fees and Costs:**
If Tenant(s) fails to pay rent or any other charges when due, or if Tenant violates/breaks any other terms and conditions of this Lease, Tenant(s) agrees to pay for any and all of Landlords' court costs, expenses and associated legal fees.
20. **Condition of the Property:**
The Landlord and Tenant(s) agree that the Tenant(s) has inspected the property and that the Tenant wishes to enter into a written Lease agreement. Tenant(s) rents the property in its present condition and agrees that Landlord has no duty to make any repairs, replacements or improvements before the Lease begins or at any other time, except as if explicitly stated elsewhere in this lease.
21. **Sale of the Property:**
A) If the Landlord transfers the Property, upon completion of the sale, Seller shall have given written notice to Tenant specifying:
1) The name, address, and telephone number of the new Landlord and/or Agent, if any.
2) Where rent is payable.
3) That the Landlord has transferred the Security Deposit to the new Landlord/Agent. If such information is not available, the Landlord shall send a check made out to both the Tenant and the new Landlord, in this case, the check will be sent to the Tenant.
B) The Landlord and Landlord's representative are not responsible under this Lease after the Property is sold and notice is given to the Tenant, including all liability to return the security deposit.
C) If Landlord transfers the Property, Landlord shall require that the Buyer or the new Landlord agree, in writing, to assume all obligations of the Landlord under the Lease.
22. **Insurance Premiums:**
The Tenant(s) agrees to do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance. If the Tenant(s) negligently or intentionally causes an increase in insurance premiums on the Property, and/or the building of which the Property is a part, Tenant(s) agrees to pay as "additional rent" such increase. Nonpayment of additional rent gives the Landlord the same rights against the Tenant(s) as if the Tenant(s) failed to pay the Rent.
23. **Priority of Lease:**
This lease is inferior to or controlled by and subject to any Mortgage that is now on the property or placed on the property at a later date. In certain situations, the Tenant(s)'s

rights under this lease may change or end as a result of any Mortgage that is now on the property or that may be placed on the Property at a later date.
In this section the Tenant(s) gives up his/her right to have the Lease continue in the event of a mortgage foreclosure.

24. **Notices:**

The Tenant(s) must give notices to the Landlord, in writing, by Certified Mail, Return Receipt Requested or by “hand delivery” which receipt of same requires an acknowledgement of delivery. The Landlord may give notices to the Tenant(s), in writing, by First class mail and/or by “hand delivery”; leaving the notices at the Tenant(s)’s premises.

25. **End of Term**

At the end of the Lease term, Tenant(s) shall:

- a) Leave the unit, including all appliances in professionally clean condition.
- b) Remove all of Tenant(s) property, including but not limited to furniture and personal belongings.
- c) Repair all damage as could be reasonably caused by their moving.
- d) Return the apartment to the original paint color and condition, (if written permission was given to paint rental unit).
- e) Professionally clean and shampoo wall-to-wall carpet (if unit has carpeting).
- f) Return the property to the Landlord in the same condition as it was at the beginning of the Lease term.

26. **Entire Agreement:**

This lease is the entire agreement between the Tenant(s) and the Landlord. Tenant(s) hereby acknowledges that they have fully read and understand and agree to be bound by the provisions set forth herein. This lease supersedes any previous agreements, understandings or representations. It may only be modified by written agreement between the Landlord and Tenant(s).

Lead Based Paint:

The Tenant(s) has read and acknowledges the attached Lead-Based Paint warning and realizes that the property to be rented was constructed prior to 1978. The Landlord has no knowledge of any lead-base paint problems in the property, but the Tenant(s) is advised to have an inspection or risk assessment for any lead base paint hazards, performed by a professional, at the expense of the Tenant(s).

27. **Signatures:**

The undersigned agree to be bound legally to this agreement. If Tenant(s) has legal questions, Tenant(s) is advised to consult an attorney before signing this Lease.

28. **Release; Limitation of Liability.** The Tenant(s) expressly agree(s) does hereby release and discharge the Landlord from any and all claims and of any and all present and future liability for damages arising out of performance or nonperformance of any of the Landlord’s obligations in connection with this Residential Lease, whether based on contract, warranty, tort (including negligence on the part of the Landlord), strict liability, or otherwise, and that Tenant(s) assumes all risk of the rental property and the related premises.

29. **Severability:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

TENANT(S):

Date

Date

LANDLORD:

Date