

RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made on _____, is between:

Landlord

Landlord's Name: _____

Mailing Address: _____

Tenant

Tenant's Name: _____

Additional Occupants: _____

2. **PROPERTY.**

- Property Address: _____.
- Residence Type: Apartment House Condo Other: _____.
- Bedroom(s): _____ Bathroom(s): _____

3. **FURNITURE.** (check one)

- **Property is Not Furnished.**

- **Property is Furnished:** The Property is furnished with the following items:
_____.

4. **APPLIANCES.** (check one)

- **Property Has No Appliances.**

- **Property Has Appliances:** (check all that apply)

- Dishwasher

- Dryer (for laundry)

- Microwave

- Refrigerator

- Stove / Oven

- Washing Machine

- Other: _____.

5. **RENT.**

- Monthly Rent: \$ _____
- Due Date: _____ day of each month.
- Payment Instructions: _____.

6. **TERM.** (check one)

- **Standard Lease**

Start Date: _____

End Date: _____

- **Month-to-Month Lease**

Start Date: _____

Termination Period: ____ Days

7. **EARLY MOVE-IN.** (check one)

- **No Early Move-in.**

- **Early Move-in.**

• Date: _____

• Prorated Rent. \$ _____

8. **SECURITY DEPOSIT.** (check one)

- **No Security Deposit.**

- **Security Deposit.**

• Amount: \$ _____

• Returning to Tenant: ____ days after lease termination.

9. **PRE-PAYMENT OF RENT.** (check one)

- **No Pre-Payment of Rent is Required.**

- **Pre-Payment of Rent is Required.**

Pre-Payment Amount: \$ _____

Pre-Payment Period:

Start Date: _____

End Date: _____

10. **LATE RENT.** (check one)

- **No Late Fee.**

- **Late Fee:** (check one)

- Fixed Amount. \$ _____ for each occurrence day rent is late.

- Interest. ____ % per annum.

11. **NSF FEE.** (check one)

- **No NSF Fee.**

- **NSF Fee:** \$ _____

12. **COMMON AREAS.** (check one)

- **No Common Areas.**

- **Common Areas.** _____

13. **PARKING.** (check one)

- **No Parking Provided.**

- **Parking is Provided.** _____ parking spaces are provided with: (check one)

- No Fee.

- Fee (describe). _____

14. **UTILITIES & SERVICES.** The Landlord is responsible for: (check one)

- **No Utilities & Services.**

- **Utilities & Services:** (check all that apply)

- Cable (TV)

- Gas / Oil / Propane

- Electricity

- Internet

- Landscaping

- Water / Sewer

- Trash Removal

- Other: _____

15. **PETS.** (check one)

- **No Pets Allowed.**

- **Pets are Allowed.**

Number of Pets: _____

Types: _____

Maximum Weight (per pet): _____ Pounds

Deposit (for all pets): \$ _____ refundable non-refundable

16. **MOVE-IN INSPECTION.** (check one)

- **No Move-In Inspection.**
- **Move-In Inspection is Required.**

17. **SMOKING POLICY.** (check one)

- **No Smoking Allowed.**
- **Smoking is Allowed.**

Permitted Areas: _____

Permitted Types: (check all that apply)

- Smoking
- Vaping

18. **RENTER'S INSURANCE.** (check one)

- **No Renter's Insurance Requirement.**
- **Renter's Insurance is Required.**

\$ _____ Minimum limit for personal property coverage.

\$ _____ Minimum limit for liability coverage.

19. **SUBLETTING.** (check one)

- **No Subletting Allowed.**
- **Subletting is Allowed.**

20. **NOTICES.** If notice is sent by either Party, it shall be sent to:

Landlord. (check one)

- The address mentioned in Section 1.
- _____

Tenant. (check one)

- The address of the Property.
- _____

21. ADDITIONAL TERMS & CONDITIONS.

22. DISCLOSURES. The Landlord agrees to deliver the following to the Tenant: (check all that apply)

- Lead-Based Paint Disclosure
- Protect Your Family From Lead in Your Home - Pamphlet
- Move-In Inspection Checklist
- _____
- _____
- _____

23. DEFINITIONS. The terms mentioned in this Agreement are defined below:

- a.) Abandonment. If the Tenant vacates or abandons the Property for a period of up to seven days without informing the Landlord, the Tenant will be considered in default of this Agreement. If the Landlord believes the Tenant has vacated and abandoned the Property, the Landlord is entitled to inspect the Property by providing 24 hours' notice or the timeframe required under Governing Law, whichever is greater.
- b.) Access. Upon the start of the Proration Period or the Term, whichever is earlier, the Landlord agrees to provide entry to the Tenant in the form of keys, fobs, cards, or any type of keyless access to the Property and any shared Common Areas. Access to the Property shall be given after the successful payment and receipt of the amounts required at the execution of this Agreement.
- c.) Additional Occupants. Also referred to simply as "Occupants," these are individuals who have a legal right to reside on the Property under the Tenant. The Tenant agrees to bear any and all responsibility and liability for any actions caused, directly or indirectly, by an Occupant.
- d.) Common Areas. Defined as all areas and facilities outside the specified Property but within the boundary of the real estate in which it is located and described under Section 12 of this Agreement. Such areas are for the use of the Tenant, Occupants, and their Guests in accordance with the rules of the Property.
- e.) Disclosures. The Disclosures mentioned under Section 22, whether or not they are attached to this Agreement, are accepted, acknowledged, and understood by the Tenant upon the execution of this Agreement.

- f.) Early Move-In. If the Tenant is permitted an Early Move-In, and any pro-rated rent is required to be paid, such payment must be made by the Tenant at the execution of this Agreement. If applicable and selected in Section 7, this Early Move-In period shall be protected under the same rights as the Term of this Agreement.
- g.) Furnishings and Appliances. The Tenant understands that the Furnishings and Appliances mentioned herein are under the Landlord's ownership and must be returned in the same condition as at the start of the Term.
- h.) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.
- i.) Guests. Individuals who are not named as the Tenant or an Occupant and are invited into the Property on behalf of the Tenant. Guests are permitted to stay on the Property for a period of no more than 48 hours.
- j.) Late Fee. The Late Fee accumulates in accordance with the terms mentioned herein and the Governing Law, abiding by any statutory grace periods that may exist. Rent is considered late if not paid on the due date mentioned herein.
- k.) Move-In Inspection. A Move-In Inspection, if required under this Agreement or Governing Law, shall be to protect the liability of the Tenant and the Security Deposit. Both Parties must write the Property's condition at the start and the end of the Term.
- l.) NSF Fee. If a Non-Sufficient Funds (NSF) Fee is mentioned herein, the amount charged, or the maximum allowed under Governing Law, whichever is greater.
- m.) Parking. Any Parking provided by the Landlord shall be at the Tenant's discretion. The Landlord is not responsible for any damage, property loss, or liability that may occur to the Tenant's vehicle.
- n.) Pets. If any property repairs, odor removal, or other maintenance is required due to the Tenant's Pets, the costs shall be deducted from the Pet Fee or Security Deposit with an itemized list disclosed to the Tenant.
- o.) Pre-Payment of Rent. If applicable, the Pre-Payment of Rent is applied to the dates mentioned herein, the Pre-Payment Period, and cannot be applied to any other timeframe. The Pre-Payment of Rent is non-refundable. Therefore, if the Tenant defaults on the terms of this Agreement and is terminated by the Landlord, they shall not be entitled to a refund of the Pre-Payment of Rent.
- p.) Party or Parties. Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."
- q.) Property. The Property is the residential space permitted to be occupied by the Tenant and Occupants.
- r.) Rent. The first payment of Rent shall be due at the execution of this Agreement. All subsequent Rent payments shall be made on the due date in accordance with the payment instructions set forth under Section 5.
- s.) Renter's Insurance. The Tenant agrees to maintain Renter's Insurance, in accordance with the minimum liability amounts, for the duration of the Term. It must provide coverage for personal property loss or damage and liability

- coverage for bodily injury or property damage caused by the Tenant, their guests, or any person affiliated with the Tenant.
- i. Proof of Insurance. The Tenant shall provide the Landlord with a copy of the Renter's Insurance policy declaration page or a certificate of insurance prior to the commencement of the Term and upon any renewal or change of the policy. The Tenant must also provide proof of insurance within 10 days of any written request by the Landlord as a requirement under this Agreement.
 - ii. Policy Maintenance. The Tenant agrees to maintain the Renter's Insurance policy in full force and effect for the duration of the Term and any renewals thereof. Failure to maintain the required insurance constitutes a breach of this Agreement and may result in termination of tenancy and eviction under local housing laws.
 - iii. Landlord's Insurance. Tenant acknowledges that the Landlord's insurance does not cover the Tenant's personal property or liability. The Renter's Insurance is solely for the benefit of the Tenant.
 - iv. Subrogation Waiver. The Renter's Insurance policy shall include a waiver of subrogation clause in favor of the Landlord, meaning the insurance company of the Renter's Insurance cannot seek recovery from the Landlord for any claims paid under the Renter's Insurance.
- t.) Security Deposit. The Security Deposit is paid by the Tenant to the Landlord at the execution of this Agreement under the following terms:
- i. Payment. Payment of the Security Deposit must be made at the execution of this Agreement.
 - ii. Returning to Tenant. The Security Deposit will be returned to the Tenant in accordance with the timeframe mentioned or Governing Law, whichever is greater. The timeframe shall start upon the Tenant's delivery of possession to the Landlord at the end of the Term.
 - iii. Receipt. If required under Governing Law, the Landlord must provide a receipt for the payment of a Security Deposit.
 - iv. Separate Bank Account. If required under Governing Law, the Security Deposit is required to be placed in a separate bank account.
- u.) Smoking Policy. Smoking, under this Agreement, is defined as using a 3rd party device to inhale plant-based or non-plant-based substances. This includes vaping or the inhaling of any vapor-like products.
- v.) Term. The Term shall be when the Tenant and any Occupants are permitted to reside on the Property.
- i. Standard Lease. If a standard lease is selected in Section 6, and the Landlord does not renew this Agreement by its end date, the Tenant must vacate and deliver possession to the Property by midnight (12:00) local time on the last day of the Term.
 - ii. Month-to-Month Lease. If a month-to-month lease is selected in Section 6, either Party may terminate this Agreement by using the Termination Period mentioned or the minimum required under Governing Law, whichever is greater.

- w.) Utilities & Services. The Tenant is responsible for any Utilities & Services not mentioned as the Landlord's responsibility.
- x.) Violation of this Agreement. If the Tenant violates this Agreement, and more than one individual is named as a Tenant, they shall jointly be liable for all obligations under this Agreement, including but not limited to Rent, damage to the Property, outstanding utility bills, and any other liability.

24. MISCELLANEOUS TERMS.

- a.) Active Military.
 - i. Right to Terminate. Under the Servicemembers Civil Relief Act, the Tenant has the right to terminate this Agreement under the following conditions:
 - 1) Permanent Change of Station. If the Tenant's station is moved by 50 miles or more from the Property; or
 - 2) Deployment. If the Tenant is deployed with a military unit for a period of not less than 90 days.
 - ii. Notice. For the Tenant to exercise termination under this section, written notice of termination and a copy of the official orders or a verification signed by the Tenant's commanding officer shall suffice.
 - iii. Termination Effective Date. Under such termination, it shall be made effective 30 days after the first date on which the next rental payment is due after the notice of termination is delivered to the Landlord. No penalties or fees for early termination shall be charged to the Tenant. However, the Tenant is responsible for all Rent payments prior to the termination date.
 - iv. Security Deposit. Upon such termination, the Landlord shall return the amount paid by the Tenant as a Security Deposit in accordance with this Agreement.
- b.) Alterations. The Tenant is not allowed to alter, modify, or change the Property in any manner.
- c.) Compliance with Local Laws. The Tenant agrees, during the Term, to adhere to all local, State, and Federal laws regarding any ordinances, orders, rules, and regulations.
- d.) Delivery and Possession. To the best of their knowledge, the Landlord declares that they will deliver possession of the Property in a habitable condition with all utilities and services in working order. This includes being free of any pests, mold, leaks, or repairs needed that could affect the Tenant's living standards.
 - i. Returning to Landlord. Upon the termination of this Agreement, the Tenant shall be obligated to return the Property in the same or similar condition upon moving out, wear and tear excepted.
- e.) Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution. If unresolved, disputes shall be settled by binding arbitration within the Governing Law, following the rules of a mutually agreed-upon arbitration association. The prevailing Party may

recover reasonable attorney fees. This Agreement is governed by the Governing Law.

- f.) Equal Housing. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairments of the Tenant are encouraged to be provided and presented to the Landlord in writing to seek the most appropriate solution for providing modifications to the Property.
- g.) Indemnification. The Tenant shall indemnify and hold the Landlord harmless against all losses, damages, liabilities, claims, and expenses (including attorney's fees) incurred by the Landlord arising out of or related to the Tenant's use or occupancy of the Property, except to the extent caused by the gross negligence or willful misconduct of the Landlord. This indemnification will survive the termination of this Agreement.
- h.) Maintenance. Any maintenance required to maintain the Property's condition of habitability shall be the Landlord's responsibility, provided that it is not the result of the Tenant's negligence.
- i.) Occupancy. Within 48 hours of the Tenant's occupancy in the Property, they accept that the Property is in working order and in a habitable condition.
- j.) Right of Entry. The Landlord shall have the right to enter the Property, in accordance with Governing law or by providing 24 hours' notice, whichever is greater, for the following reasons:
 - i. Maintenance and repairs;
 - ii. Inspections;
 - iii. Property showings;
 - iv. Lease violations;
 - v. Emergencies; or
 - vi. Per local, State, or Federal laws.
- k.) Right of Quiet Enjoyment. Both Parties shall have the right to quiet enjoyment of the Property, which shall not be infringed upon.
 - i. Tenant's Right. The Tenant has the right to enjoy the Property without disruptive interference from the Landlord or other tenants. Any other disturbance outside the Landlord's power to mitigate shall be the responsibility of the Tenant to report to the appropriate authorities and cooperate with the Landlord in any reasonable measures to resolve the issue.
 - ii. Landlord's Right. The Landlord and any other surrounding tenants have the right to enjoy the Property without disruptive interference by the Tenant. A violation of this section by the Tenant shall be considered a breach of this Agreement.
- l.) Sale of Property. Upon the sale of the Property, the Landlord shall forward the new owner's contact information, and this Agreement shall be assigned to the Landlord accordingly. This Agreement shall continue in the event of a sale.
- m.) Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other

persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- n.) Subletting. If Subletting is allowed, the Tenant acknowledges that any subtenants must follow this Agreement and cannot occupy the Property longer than the Term. The Tenant accepts that any damage to the Property or any efforts to remove a sub-tenant shall be their sole responsibility. Furthermore, if a sub-tenant refuses to vacate the Property at the end of the Term, the Tenant shall be responsible for removing the subtenant and any loss of Rent of the Landlord.

25. DEFAULT.

- a.) Tenant's Default. A default by the Tenant shall occur if the Tenant fails to pay Rent or any other payment required by this Agreement the day after it is due, including any grace periods provided under Governing Law. Default shall also occur if the Tenant violates any other term or condition of this Agreement and fails to cure such violation within 5 days after receiving written notice of the violation from the Landlord, or the notice period as required under Governing Law, whichever is greater. Upon default, the Landlord may exercise any remedy available under this Agreement or Governing Law, including but not limited to the termination of this Agreement, repossession of the Property, and initiation of legal proceedings to recover unpaid Rent and other claimed damages.
- b.) Landlord's Default. A default by the Landlord shall occur if the Landlord fails to perform any of its obligations under this Agreement, and such failure continues for 10 days after the Tenant gives the Landlord written notice of such failure. Upon default, the Tenant may exercise any remedy available under this Agreement or applicable law, including but not limited to the right to terminate this Agreement, deduct the cost of repairs from future rent payments, and/or seek damages or specific performance through legal action.
- c.) Notice of Default. Any notice required under this section shall be given in writing and shall be deemed sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, to the other Party at the address set forth in this Agreement or to such other address as either Party may have provided by written notice.

26. PROHIBITED ACTIONS.

- a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.
- b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property, including but not limited to gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.

- c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including but not limited to the leased premises, Common Areas, Parking, and surrounding property. This prohibition extends to all illegal activities, including but not limited to the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including but not limited to repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.
- d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.
- e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature: _____ Date: _____
 Print Name: _____

Tenant's Signature: _____ Date: _____
 Print Name: _____

Tenant's Signature: _____ Date: _____
 Print Name: _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$_____ (section 5)

Early Move-in (Proration Amount): \$_____ (section 7)

Security Deposit: \$_____ (section 8)

Pre-Payment of Rent: \$_____ (section 9)

Parking Fee: \$_____ (section 13)

Pet Deposit: \$_____ (section 15)

Total Amount Due: \$_____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

This disclosure form is for housing built before 1978 and 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

1. Lead-Based Paint. Presence of lead-based paint and/or hazards: (check one)

- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

2. Records & Reports. Records and reports to the lessor: (check one)

- Lessor has no reports or records pertaining to lead-based paint and/or hazards in the housing.

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or hazards in the housing. (list documents below)

ACKNOWLEDGMENT & SIGNATURE

(initial)

_____ - Lessee received copies of all information listed above.

_____ - Lessee received the pamphlet "Protect Your Family from Lead in Your Home."

_____ - Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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.

Lessor's Signature: _____ **Date:** _____

Lessee's Signature: _____ **Date:** _____

Agent's Signature: _____ **Date:** _____

