

# LEASE AGREEMENT

This Lease is made on \_\_\_\_\_, 20\_\_\_\_ BETWEEN \_\_\_\_\_ (LANDLORD) AND \_\_\_\_\_ (TENANT).

- 1. PROPERTY:** TENANT agrees to rent from LANDLORD and LANDLORD agrees to rent to TENANT \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (the PREMISES).
- 2. TERM:** The term of this lease is: (check one)  **Month-to-Month** or  **Fixed Lease** of  Months  Year(s) starting on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_. The LANDLORD is not responsible if the LANDLORD cannot give the TENANT possession of the PREMISES at the start of this Lease. However, rent will only be charged from the date on which possession of the PREMISES is made available to the TENANT. If the LANDLORD cannot give possession within 30 days after the starting date, the TENANT may cancel this Lease.
- 3. RENT:** The TENANT agrees to pay \$ \_\_\_\_\_ as rent, to be paid as follows: \$ \_\_\_\_\_, due, in advance, on the \_\_\_\_ day of each month. The first payment of rent and any security deposit is due by \_\_\_\_\_, 20\_\_\_\_ prior to moving in. The TENANT must pay a late charge of \$ \_\_\_\_\_ for each payment that is more than \_\_\_\_ day(s) late. This charge is due with and shall be considered to be a part of the monthly rent payment for the month in which the rent was paid late.
- 4. SECURITY DEPOSIT:** The TENANT will deposit the sum of \$ \_\_\_\_\_ with the LANDLORD as security that the TENANT will comply with all the terms of this Lease. This money is being held by the LANDLORD in a tenant security deposit account at \_\_\_\_\_. If the TENANT complies with the terms of this Lease, the LANDLORD will return this deposit within 30 days after the end of the Lease, including any extension. The LANDLORD may use as much of the security deposit as necessary to pay for damages resulting from the TENANT's occupancy or, at LANDLORD's sole option and election, to pay for delinquent or unpaid rent and late charges. If the LANDLORD uses the deposit for such mentioned instances prior to the Lease termination, the LANDLORD may demand that the TENANT replace the amount of the security deposit used by the LANDLORD. If the LANDLORD sells the property, the LANDLORD may transfer the deposit to the new owners for the TENANT's benefit. The LANDLORD will notify the TENANT of any sale and transfer of the deposit. The LANDLORD will thereupon be released of all liability to return the security deposit.
- 5. LANDLORD'S AGENT:** The LANDLORD authorizes the following person(s) to manage the PREMISES on behalf of the LANDLORD: \_\_\_\_\_.
- 6. USE OF THE PREMISES:** The TENANT may use the PREMISES only as a single-family residence.
- 7. UTILITIES:** The LANDLORD will pay for the following utilities: Water and Sewer, Electricity, Garbage Removal, Gas, Oil. The TENANT will pay for the following utilities: \_\_\_\_\_.
- 8. EVICTION:** If the TENANT does not pay the rent within \_\_\_\_ days of the date when it is due, the TENANT may be evicted. The LANDLORD may also evict the TENANT if the TENANT does not comply with all of the terms of this Lease, or for any other causes allowed by law. If evicted, the TENANT must continue to pay the rent for the rest of the term. The TENANT must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed to the LANDLORD, along with the cost of re-entering, re-renting, cleaning and repairing the PREMISES. Rent received from any new tenant during the remaining term of this lease will be applied by the LANDLORD to reduce rent only, which may be owed by the TENANT.
- 9. PAYMENTS BY LANDLORD:** If the TENANT fails to comply with the terms of this Lease, the LANDLORD may take any required action and charge the cost, including reasonable attorney fees, to the TENANT. Failure to pay such costs upon demand is a violation of this Lease.
- 10. CARE OF THE PREMISES:** The TENANT has examined the PREMISES, including (where applicable) the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition. The TENANT agrees to maintain the PREMISES in as good condition as it is at the start of this Lease except for ordinary wear and tear. The TENANT must pay for all repairs, replacements, and damages, whether or not caused by the act or neglect of the TENANT. The TENANT will remove all of the TENANT's property at the end of this Lease. Any property that is left becomes the property of the LANDLORD and may be thrown out. All of TENANT'S garbage will be disposed of properly by TENANT in the appropriate receptacles for garbage collection. Accumulations of garbage in and around the PREMISES or depositing by TENANT or those residing with TENANT of garbage in areas not designated and designed as garbage receptacles shall constitute a violation of this lease. TENANT shall generally maintain the PREMISES in a neat and orderly condition. Damage or destruction by TENANT, TENANT's employees or TENANT's visitors of the PREMISES shall constitute a violation of this Lease.
- 11. DESTRUCTION OF PREMISES:** If the PREMISES are destroyed through no fault of the TENANT, the TENANT's employees or TENANT's visitors, then the Lease will end, and the TENANT will pay rent up to the date of destruction.
- 12. INTERRUPTION OF SERVICES:** The LANDLORD is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the LANDLORD's control.
- 13. ALTERATIONS:** The TENANT must get the LANDLORD's prior written consent to alter, improve, paint or wallpaper the PREMISES. Alterations, additions, and improvements become the LANDLORD's property.
- 14. COMPLIANCE WITH LAWS:** The TENANT must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the PREMISES and/or its contents.
- 15. NO WAIVER BY LANDLORD:** The LANDLORD does not give up or waive any rights by accepting rent or by failing to enforce any terms of this Lease.
- 16. NO ASSIGNMENT OR SUBLEASE:** The TENANT may not sublease the PREMISES or assign this Lease without the LANDLORD's prior written consent.
- 17. ENTRY BY LANDLORD:** Upon reasonable notice, the LANDLORD may enter the PREMISES to provide services, inspect, repair, improve or show it. The TENANT must notify the LANDLORD if the TENANT is away for \_\_\_\_ days or more. In case of an emergency or the TENANT's absence, the LANDLORD may enter the PREMISES without the TENANT's consent.
- 18. QUIET ENJOYMENT:** The TENANT may live in and use the PREMISES without interference subject to the terms of this Lease.
- 19. SUBORDINATION:** This Lease and the TENANT's rights are subject and subordinate to present and future mortgages on the property which include the PREMISES. The LANDLORD may execute any papers on the TENANT's behalf as the TENANT's attorney in fact to accomplish this.
- 20. HAZARDOUS USE:** The TENANT will not keep anything in the PREMISES which is dangerous, flammable, explosive or which might increase the danger of fire or any other hazard, or which would increase LANDLORD's fire or hazard insurance.
- 21. INJURY OR DAMAGE:** The TENANT will be responsible for any injury or damage caused by the act or neglect of the TENANT, the TENANT's employees or TENANT's visitors. The LANDLORD is not responsible for any injury or damage unless due to the negligence or improper conduct of the LANDLORD.
- 22. RENEWALS AND CHANGES IN LEASE:** Upon expiration of the rental term provided for above, this lease shall automatically renew itself, indefinitely, for successive one-month periods, unless modified by the parties. The LANDLORD may modify this lease or offer the TENANT a new lease by forwarding to the TENANT a copy of the proposed changes or a copy of the new lease. If changes in this lease or a new lease are offered, the TENANT must notify the LANDLORD of the TENANT's decision to stay within thirty (30) days of the date the proposed changes or the copy of the new lease is received by the TENANT. If the TENANT fails to accept the lease changes or the new lease within thirty (30) days of the date the proposed changes or new lease is offered, the TENANT may be evicted by the LANDLORD, as provided for in State law. Nevertheless, if the rent is increased by the lease changes or new lease, the TENANT will be obligated to pay the new rent, regardless of whether the TENANT has affirmatively accepted the lease changes or new lease, if the TENANT continues to occupy the property on the date the new rent becomes effective.
- 23. PETS:** No dogs, cats, or other animals are allowed on the PREMISES without the LANDLORD's prior written consent.
- 24. NOTICES:** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested, to the parties at their addresses listed above, or to such other address as the parties may from time to time designate. Notices to the LANDLORD must also be sent to the LANDLORD's agent listed above (if any).
- 25. SIGNS:** The TENANT may not put any sign or projection (such as a T.V. or radio antenna) in or out of the windows or exteriors of the PREMISES without the LANDLORD's prior written consent.
- 26. HOLDOVER RENT:** Should this Lease be terminated, either through a valid notice of dispossession by the LANDLORD, or through order of a court, and should TENANT remain on the PREMISES thereafter, then TENANT shall be liable to pay rent at a rate of double the base rent provided for under this lease, from the date of termination until such time as TENANT vacates the PREMISES, whether TENANT vacates the PREMISES voluntarily or through enforcement of an order for eviction.
- 27. VALIDITY OF LEASE:** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect. If a clause or provision of this lease is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it shall be interpreted in a manner consistent with existing law.
- 28. PARTIES:** The LANDLORD and each of the TENANTS are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
- 29. GENDER:** The use of any particular gender (masculine, feminine or neuter) and case (singular or plural) in this Lease is for convenience, only. No inference is to be drawn therefrom. The correct gender and case is to be freely substituted throughout, as appropriate.
- 30. TENANT'S ACKNOWLEDGMENT:** The TENANT acknowledges having read all of the terms and conditions of this lease and the attached rules and regulations. TENANT acknowledges that no oral representations have been made to him by the LANDLORD or the LANDLORD's agent(s) other than the representations contained in this Lease. The TENANT acknowledges that he/she is relying only upon the promises and representations contained in this Lease.
- 31. ENTIRE LEASE:** All promises the LANDLORD has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the TENANT and the LANDLORD.
- 32. SIGNATURES:** The LANDLORD and the TENANT agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Date \_\_\_\_\_ LANDLORD'S SIGNATURE \_\_\_\_\_ TENANT'S SIGNATURE \_\_\_\_\_  
TENANT'S SIGNATURE \_\_\_\_\_

