

Residential Lease Agreement

“This is a legally binding contract. If not understood, seek competent legal advice.”

1. This Lease Agreement (hereinafter referred to as the Agreement) made and entered into on *.* , by and between *.* , the Lessor, and *.* , the Lessee.
2. Witnesseth: That the said Lessee has this day rented and leased from said Lessor and said Lessor has rented and leased to said Lessee, the following “Premises” located at: *.* , *.* , *.* *.* to be used for a residence for *.* adults and *.* children. Lessee agrees that he/she will not put the premises to any illegal or unlawful use nor any which may be a nuisance or which will increase the insurance premium thereon. The Lessee agrees that the Lessor is not responsible for accidents occurring on the premises.
3. Term: Lessor leases to Lessee and Lessee leases from Lessor the above described “Premises” together with any and all appurtenances thereto, for a term of *.* months. Lessee agrees that such term shall begin on *.*.
4. Rent: The total official rent for the “Term” hereof is the sum of \$*.* , payable in equal monthly installments of *.* , beginning on *.* , and every month thereafter until *.*.
5. Deposit: Lessee agrees to deposit *.* as a security deposit to be applied to any damage other than normal wear and tear. Normal wear and tear is to be determined by the Lessor. Absolutely no refund will be made unless occupied for one year. Thirty days written notice of intent to vacate by certified mail is required to be eligible for refund. Deposit will not be refunded until 30 days after vacating the Premises. Such deposit shall be returned to Lessee, without interest, and less any set off damages to the Premises upon the termination of this Agreement. A ten (\$10) Dollar key deposit will be charged to all new residents. The key deposit will be refunded (30) days after keys have been returned to Lessor. Upon final inspection, Lessee must obtain a final reading from all utilities and proof of payment submitted to agent. Forwarding address must be given at that time. After all conditions have been met to the satisfaction of the Lessor, and any costs of labor and materials for cleaning and repairs have been deducted along with late charges for late rent received after due dates and other charges, the remaining amount of the balance of deposits will be returned by check addressed jointly to all persons who sign this agreement.
6. Where to mail rent: All rents shall be made payable to the Lessor by the specified date and time at the following address: *.* , *.* , *.* *.*.
7. Late Charge: In the event rent is not paid within three (3) days after due date and Lessor still agrees to accept rent, Lessee agrees to pay a late charge in the amount of \$*.* . Repeated late payments shall be cause for eviction. Lessee understands that the Lessor automatically starts eviction on the first day the local laws allow. The Lessee also understands that he/she shall pay for all costs associated with the eviction proceedings.
8. Utilities: Lessee bears full responsibility for arranging for and payment of all the utilities, including electric, water, sewer, and gas. ____ (INITIAL).
9. Sub-Letting: Lessee may not assign this agreement or sublet the premises, or any part thereof or secure a placement for Lessee without consent of the Lessor. Lessee may not have anyone besides those described in section 2 live in the property for the term of the agreement.
10. Locks and Keys: There will be a \$10.00 charge to replace lost keys. A fee of \$5.00 will be charged to the residents who lock themselves out. Lessee agrees that no additional locks will be installed unless approved in writing by Lessor.
11. Maintenance and Repairs: Lessee has thoroughly inspected said premises and agrees said premises are in good and sanitary condition ____ (INITIALS). Lessee agrees there are no claims or representations or warranties made by Lessor (and by their agents) outside this agreement or any attachment signed hereto ____ (INITIALS). Lessee understands and agrees that he/she will, at his/her sole expense, keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this agreement and any renewal thereof Without limiting the generality of the foregoing, Lessee shall be totally and solely responsible to:
 - A. Bear the first \$100.00 of the cost of repair to the dwelling and systems during each calendar month including, but not limited to the following: Frozen pipes, leaks (both kitchen and bath lavatories), stopped up toilets, broken windows, locks and door knobs, furnace filters, sinks and toilets, carpet cleaning/stain removal, torn linoleum, curtain or shade damage.
 - B. Report to the Lessor any leaks in any plumbing in either the kitchen and especially, the bathroom that may cause structural damage to the building.
 - C. Not leave windows or doors in an open position during any inclement weather.
 - D. Keep all radios, television sets, stereos, etc. turned down to a level of sound that does not annoy or interfere with neighbors.

- E. Deposit all trash, garbage, rubbish or refuse in proper containers and not allow any trash or garbage to be deposited or permitted to stand around the exterior of the building or within the Premises.
12. Abandonment: If at any time during the term of this agreement the Lessee removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy, without first having paid Lessor all monies due, Premises may be considered abandoned. Lessor shall have the right, at Lessor's option, to obtain possession of the Premises in the manner provided by law and without becoming liable to Lessee for damages or for any payment of any kind. Lessor may re-rent the Premises for the whole or any part of the unexpired term and may receive and collect all rent payable by virtue. At Lessor's option, Lessee may be held liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent of such period realized by Lessor by means of such renting. If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
 13. Inspection of Premises: Lessee agrees that Lessor has the right to inspect the Premises in this lease at any time between the hours of 8:00 a.m. and 8:00 p.m.
 14. Pet Agreement: The Lessee agrees to pay a pet deposit in the amount of *.* _____(INITIALS). This deposit is not refundable.
 15. Surrender of Premises: Upon the expiration of the term hereof, Lessee shall surrender the Premises in a condition as good as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
 16. Indemnification: Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part. Lessee hereby agrees to indemnify, defend and hold harmless from any and all claims or assertions of every kind and nature.
 17. Insurance: Lessee is hereby notified to obtain renter's insurance to cover loss on his/her personal belongings located in the Premises or on the grounds where Premises are situated _____(INITIALS).
 18. Governing Law: The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be IN WITNESS WHEREOF, the parties hereto have set their hand and caused these presents to be duly executed:

 . (Signature) Date _____

 . (Signature) Date _____

 Additional Parties (Print Name) Date _____

 Addition Parties (Signature)