



Residential Lease Agreement

Landlord hereby agrees to rent to the Tenant(s) and Tenant(s) agree to accept the leased premises and pay to the Landlord all rent due subject to the following terms and conditions:

Tenant(s): _____

Co-Signer(s): _____

Landlord: _____

Dwelling Address: _____

Term of Lease 1 - Year Beginning at 9:00 a.m. on _____ and ending 1:00 p.m. on _____.

Gross Lease Amount: \$ _____ Gross Monthly Rent is: \$ _____ and due on the 1st day of each and every month.

If received by 1st day of each month for which due tenant may take a discount in amount of \$ _____ for month which rent is due.

Rent is Payable in advance without prior demand at: _____

Make Checks Payable to _____

If checked, this amount includes \$ _____ monthly rent for parking space # _____

Security Deposit \$ _____ is being held at an FDIC member Financial Institution.

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| <p>1. UTILITIES: Tenant shall be responsible for paying all utilities except for _____. It is expressly agreed that at the termination of this lease, all utility charges will be deemed to be unpaid unless Tenant submits to Landlord or its agent evidence of payment. Any funds payable to the Tenant under Section 4 of this lease shall be withheld until proof of satisfaction of lienable utility charges has been presented to Landlord.</p> <p>2. APPLIANCES: Landlord agrees to provide the appliances marked below; Tenant agrees to maintain all appliances in a clean and efficient manner and accepts responsibility for any costs of repair or replacement due to Tenant's negligence. <input type="checkbox"/> Microwave <input type="checkbox"/> Disposal
 <input type="checkbox"/> Range <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Dishwasher
 <input type="checkbox"/> Refrigerator <input type="checkbox"/> Other _____</p> <p>3. USE AND OCCUPANCY: The leased premises shall be used and occupied as a private residential dwelling only, and for no other purposes, by no more than <u>1</u> persons, consisting of Tenant and such persons designated on Tenant's rental application. Tenant shall not use the leased premises for any disorderly or illegal purpose nor commit any waste therein or permit any nuisance in or about the leased premises. Tenant shall not do or suffer anything to be done in and about the leased premises which will violate any laws or increase the rate of fire or other insurance or jeopardize coverage of the same. Tenant shall not smoke on this Smoke-Free property where all forms of smoking are prohibited.</p> | <p>4. SECURITY DEPOSITS: Tenant agrees to deposit with Landlord a security deposit in the amount listed above to secure Tenant's full performance of all conditions of this lease and is not intended to be used as payment in whole or in part, of the last month's or any month's rent. If this amount is in excess of \$100.00, Landlord agrees to deposit this amount in an FDIC member financial institution or secure a bond for the security of this amount.</p> <p>(a) If there are damages to the leased premises for which the Tenant is responsible or if the Tenant is in default in rent, Landlord may apply or retain the whole or part of the security deposit to the extent required to reimburse Landlord for said damages or default in rent. Landlord shall not be limited to or required to so apply or retain the whole or any portion of said security deposit and may look to Tenant directly and independently for reimbursement for any damage by Tenant or for payment of delinquent rents.</p> <p>(b) Tenant shall provide Landlord with a forwarding address, in writing, upon termination of this Lease or upon surrender and acceptance by Landlord of the leased premises. Failure to notify Landlord of the forwarding address may result in forfeiture of the security deposit.</p> <p>(c) Interest will be paid on this deposit in accordance with the provisions of the Landlord and Tenant Act of 1951 (as amended).</p> <p>5. POSSESSION: Landlord shall not be held liable if for any reason beyond the Landlord's control, Landlord is unable to deliver possession of the leased premises at the commencement of the term hereof; provided however:</p> |
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- (a) That the rental herein reserved shall be abated from the date of commencement of the term until the date possession is tendered to Tenant.
- (b) That landlord shall give prompt notice to Tenant specifying the cause for such delay as soon as Landlord becomes aware of the same.
- (c) That upon receipt of such notice or at the conclusion of the fifth day following the commencement of the term, and prior to the lender of possession, Tenant may terminate and cancel this agreement by giving written notice of such intent to Landlord. Any monies deposited with Landlord shall be returned to Tenant within five (5) days of receipt of Tenant's notice. Absent such notice by Tenant, Tenant's obligation hereunder shall remain in full force and effect.
6. **SUBLETTING:** Tenant may not assign this Lease nor sublet all or any part of premises.
7. **SURRENDER:** Tenant shall immediately surrender possession of the leased premises including any keys, appliances and furniture, at the end of the term of this lease or upon termination of this lease. The leased premises shall be surrendered in clean condition with no need for additional maid, window or floor cleaning service, free of debris, and in good order and repair, with reasonable wear and tear expected.
8. **ACCESS TO PREMISES:** Landlord shall have the right to enter the premises at any time during the term of this lease to make necessary repairs or to exhibit the apartment for sale or rent. It is agreed that showing for rent or sale will only be conducted between the hours of 10:00 A.M. AND 8:00 P.M.
9. **LOCKS:** Tenant agrees not to change or add locks to the premises without written permission of the Landlord. Fees will be charged for changing locks or supplying duplicate keys. In addition, there will be a \$50.00 lock-out fee payable to the person opening the premises at the time of entry.
10. **DAMAGES:** Landlord is not liable for any injury or damage to any person or property at any time on the leased premises unless caused by Landlord's negligence. This includes, but is not limited to, damage caused by water, rain, or snow, fire or from plumbing or pipes.
- Tenant agrees that he will be entirely responsible for all personal property of his or his guests, in or around the building and agrees to carry adequate personal property insurance to cover his belongings and comprehensive liability insurance to protect Tenant against claims of Tenant's guests.
11. **SUBORDINATION:** Tenant agrees that this lease is subordinate and subject to any mortgage or mortgages now or here after placed on the premises. Tenant agrees to attorn to any such mortgages.
12. **ABANDONMENT:** Abandonment of the leased premises by Tenant shall be presumed when Tenant moves out all of or substantially all of Tenant's goods and personal property and rent is unpaid for five (5) days after the rent is due. Upon abandonment of the leased premises, Landlord shall make a "good faith" effort to serve written notice on Tenant that the Landlord plans to re-enter the premises and take possession. At any time five (5) days or more after serving written notice or posting the leased premises, Landlord may re-enter the leased premises and retake possession.
13. **RULES:** In addition to the terms and covenants and conditions in this lease agreement, Tenant agrees to abide by the rules and regulations applicable to this property. Landlord reserves the right to alter, modify, and amend these rules and regulations provided that any amendment, modification or alteration shall serve the purposes of reasonably preserving the leased premises and the rights and interests of the Tenant's quiet and peaceable enjoyment of the premises.
14. **TENANT'S OBLIGATION:** Tenant agrees to comply with all State, County and/or Municipal Building, Fire Prevention, Health, Housing, and Sanitation Codes and all other laws and regulations applicable to the Tenants. Tenant also agrees to:
- (a) Give Landlord notice of any structural defect or malfunction whose repair is necessary to keep the leased premises fit for occupancy.
- (b) Maintain the lawn and landscaping in a neat and trim condition.
- (c) Keep the steps and sidewalk and driveway free of snow, ice and debris.
- (d) Maintain the leased premises in a clean and sanitary condition.
- (e) Repair any damages due to negligence or willful misconduct of the Tenant, Tenant's family, guests or persons invited by Tenant.
- (f) Hang only appropriate window coverings in the windows (i.e. sheets, towels, table clothes, pillow cases and like items are not appropriate window coverings).
15. **ACCELERATION:** It is agreed that if said Tenant shall default in the installment of any payment of rent, or of any other sum provided for under this Lease as the same becomes due and payable or in any way breaches any condition of this Lease, then and in such case the entire rent for the balance of the term shall at once become due and payable as if by the terms of this Lease it were all payable in advance.
16. **REPAIRS AND ALTERATIONS:** Tenant shall not make any alterations, additions, improvements or repairs without written consent of the Landlord. Any alterations, additions, or improvements made shall become the property of the Landlord and shall remain in and be surrendered with the leased premise at the end of the term.
17. **INSPECTION PRIOR TO OCCUPANCY:** Tenant has inspected the leased premises and agrees that the Leased Premises, and all improvements, are in good, habitable condition at the time this lease is being signed.
18. **NOTICES:** Any notice required to be given by Landlord under this Lease shall be given by regular United States mail, postage prepaid, addressed to Tenant at the address of the leased premises. Any notice required to be given by Tenant under this Lease shall be given by regular United States mail, postage prepaid, addressed to the Landlord at the address for the making of rental payments. All notices by both Landlord and Tenant shall be effective on mailing.
19. **ASSIGNMENT BY LANDLORD:** This Lease can be assigned by the Landlord without Tenant's consent. The assignee shall have all of the rights of the Landlord under this Lease.
20. **BINDING OBLIGATIONS:** This Lease shall be binding upon, and be for the benefit of, the Landlord, the Tenant and their respective heirs, executors, administrators and successors.
21. **JOINT AND SEVERAL OBLIGATION:** If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this agreement.
22. **CAPTIONS:** The paragraph headings are for convenience only and do not affect the rights or remedies of the Landlord and Tenant under this Lease.
23. **WAIVER OF CUSTOM:** Any conduct of the Landlord which may indicate anything less than strict enforcement of the terms of this lease cannot be deemed to create a custom or a modification of the lease agreement.

- 24. REIMBURSEMENT FOR COSTS: If Landlord shall enforce the provisions of this lease agreement in any court against the Tenant, the Landlord shall be entitled, as part of any court judgement, to be reimbursed for all costs and expenses, including, but not limited to, reasonable attorneys fees incurred in seeking enforcement of the terms and conditions of this lease agreement.
- 25. PETS: Pets shall not be permitted on the leased premises.
- 26. CONDEMNATION: If the leased premises are condemned by governmental or quasi-governmental taking, the Landlord has the right to terminate this lease as to the portion taken. Landlord shall not be liable for any claims by Tenant for loss of use of all or portion of leased premises is a part, or because the lease has been terminated. The Tenant hereby assigns and conveys to the Landlord all of the resident's rights, title, and interest in and to any joint award made pursuant to any such proceedings and Tenant hereby authorizes and empowers the Landlord in the name of the Tenant to pursue such remedies as may be available to Landlord to receive such award for damages.
- 27. SEVERABILITY CLAUSE: If any particular term or provision of this lease agreement shall be determined to be invalid and unenforceable, the same shall not effect the remaining provisions of this lease agreement.
- 28. SALE OF PROPERTY: In the event of a sale or transferal of ownership of the property on which the leased premises is located, the new owner shall have the right to cancel all the leases by giving Tenants 60 days notice in writing from the first day of the month.
- 29. RETURNED CHECKS: For any payment checks due landlord which are by bank for any reason, tenant will be charged 40 dollars

per check as additional fees for handling. If a total of two (2) checks are returned during the lease term, all payments must, from that point on, be paid by cash, certified check or money order.

- 30. HOLDING OVER: Tenant agrees to remove or cause to be removed all persons and property from the leased premises and the building and peaceably relinquish possession of the leased premises to the Landlord upon termination of this lease. If Tenant remains in possession of the leased premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, there shall be no renewal of this Lease by operation of law and such acquiescence by Landlord shall not be deemed to establish a rental rate to be in effect at the expiration of the term hereof. Should Tenant elect not to renew said Lease, then rental amount during any period of holding over shall be 130% of the rental effective at the expiration or termination of the term of the Lease.
- 31. TERMINATION CLAUSE: Tenant may, upon forty-five (45) days written notice to Landlord, terminate this lease provided that tenant pays a termination charge equal to three (3) months rent. Termination will be effective as of the last day of the calendar month following the end of the forty-five (45) day notice period. Termination charge shall be in addition to all rent due up to termination day.
- 32. WAIVER OF NOTICE: TENANT AGREES TO WAIVE ALL ADVANCED NOTICE PROVIDED FOR IN SECTION 501 OF ACT NO. 20 APPROVED APRIL 6, 1951 ENTITLED "THE LANDLORD AND TENANT ACT OF 1951" AS AMENDED, MEANING THAT NO ADVANCE NOTICE NEED BE GIVEN TO THE TENANT PRIOR TO FILING AN ACTION FOR RECOVERY OF MONEY AND/OR RECOVERY OF POSSESSION OF THE PREMISES RESULTING FROM ANY BREACH OF THIS LEASE OR FOLOWING THE EXPIRATION OF THE TERM HEREOF.

ADDITIONAL PROVISIONS:

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(Landlord or Landlord's Authorized Agent)	(date)
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(Tenant)	(date)
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(Tenant)	(date)
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(Tenant)	(date)