

Residential Lease Agreement

This Residential Lease Agreement is made between _____ [Landlord's Name] and _____ [Tenant's Name] on this date _____.

The Landlord hereby agrees to rent the Premises to the Tenant and Tenant hereby agrees to rent the Premises from the Landlord. The Premises is described as follows:

Street Address: _____

Premises Description: _____

1. TERM:

The Lease term shall be as follows (choose one):

Fixed term lease beginning on _____ and ending on _____ for a total period of _____ months.

Month to month lease beginning on _____.

2. RENT:

The Tenant agrees to pay the Landlord an amount of \$ _____ per month as rent on or before the _____ day of each month.

If rent due is not paid on or before the _____ day of the month, Tenant agrees to pay a late charge of \$ _____ plus an additional late charge of \$ _____ per day until the rent is paid in full.

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant(s) pays the Rent with a check that is not honored due to insufficient funds (NSF):

- There shall be a fee of \$ _____ (US Dollars) per incident.

- There shall be no fee.

FIRST (1ST) MONTH'S RENT: The First (1st) month's rent shall be due by the Tenant(s):

- Upon the execution of this Agreement.

- Upon the first (1st) day of the Lease Term.

PRE-PAYMENT: The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$ _____ (US Dollars) for the following time-period starting on the ___ day of _____, 20__ and ending on the ___ day of _____, 20___. The Pre-Payment of Rent will be due at the execution of this Agreement.

- Not be required to Pre-Pay Rent.

PRORATION PERIOD: The Tenant(s):

- Will be moving-in to the Premises before the start of the Lease Term on the ___ day of _____, 20__ and shall pay \$ _____ (US Dollars) which is the Rent pro-rated on a daily basis which shall be paid by the Tenant(s) upon the execution of this Agreement.

- Will not be moving-in to the Premises before the Lease Term.

3. SECURITY DEPOSIT:

The Tenant shall deposit an amount of \$ _____ to be held by the Landlord as security deposit. This deposit shall be refunded to the Tenant(s) within ___ days after the end of the Lease after deducting for any of the following: default of rent payment, loss or damage to the Premises or its furnishings, any required cleaning of the Premises and for any other reason allowed by law. This Security Deposit shall not be credited towards rent unless the Landlord gives their written consent.

4. USE OF PREMISES:

The Premises shall be occupied only by the Tenant and the following occupants:

The Tenant shall use the Premises for residential purposes only and may not use it for any other purpose with the written consent of the Landlord.

The Tenant(s) shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

SMOKING POLICY: Smoking on the Premises is:

- Permitted in the following areas: _____

- Prohibited on the Premises and Common Areas.

5. CONDITION OF PREMISES:

The Tenant is to give the Landlord a written notice of defects in the Premises within _____ days of taking possession. If no such notice is given, the Tenant accepts that the Premises, its furnishing and appliances are in good order and condition.

6. UTILITIES AND SERVICES:

The Landlord agrees to pay for the following services if it is checked below:

- Electricity
- Water
- Gas
- Propane
- Waste Disposal
- Internet
- Cable TV
- Others: _____

The Tenant agrees to pay for all other utility charges and fees for the Premises during the term of the Lease.

7. PETS:

- Shall have the right to ____ [# of Pets] pet(s) on the Premises consisting of _____

_____ [Types of Pets Allowed] that are not to weigh over ____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ (US Dollars) that is refundable unless there are damages related to the pet non-refundable.

The Tenant(s) is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the property to its original condition at their expense.

- Shall not have the right to have pets on the Premises or in the common areas.

8. RIGHT TO ENTER:

The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, make repairs or to show it to prospective purchasers, tenants or agents. The Landlord shall inform the Tenant of his/her intention to enter the Premises at least _____ hours in advance. In the case of emergency or abandonment, the Landlord may enter the Premises at any time without notice.

9. REPAIRS AND MAINTENANCE:

The Tenant agrees to take good care of the Premises and promptly notify the Landlord of any defects or damages to the Premises in writing. After receiving the written notice, the Landlord shall make any necessary repairs to the Premises within a reasonable time. Tenant shall be responsible for any repair costs incurred due to abuse or negligent acts by the Tenant, his/her occupants, guests or pets.

10. ALTERATIONS:

The Tenant agrees not to make any alterations, additions, improvements or painting to the Premises, nor to change or add locks, fixtures or wiring without the written consent of the Landlord. If such consent is given, all such alterations shall be made at the expense of the Tenant and shall become the property of the Landlord.

11. GARDENS AND LAWNS

The Tenant is to maintain the grounds and gardens of the Premises in good condition at his own expense. This includes but is not limited to keeping the existing gardens of the Premises weed free and well watered.

12. DAMAGE OR DESTRUCTION:

If the Premises is rendered inhabitable by an act of God or other casualty, this Lease shall terminate and rent payments shall be prorated as of such date.

13. ABANDONMENT OF PERSONAL PROPERTY:

Any personal property of whatever kind left outside the Premises or in the Premises by the Tenant upon his/her abandonment (whether or not at termination of this Lease) shall be deemed abandoned, and the Landlord shall have the right and option to take possession of the personal property and sell, destroy or dispose it.

14. EARLY TERMINATION:

The Tenant(s):

- Shall have the right to terminate this Agreement at anytime by providing at least ___ days' written notice to the Landlord along with an early termination fee of \$_____ (US Dollars). During the notice period for termination the Tenant(s) will remain responsible for the payment of rent.

- Shall not have the right to terminate this Agreement.

15. DEFAULT:

The Tenant will be in default of this residential lease agreement if he/she

1. fails to pay the full rent when due or
2. fails to fulfill any term or condition of this Lease and such default continues for _____ days after the Landlord has given notice of it to the Tenant or
3. abandons the Apartment or
4. makes any misrepresentation in his/her rental application or
5. remains in the Premises upon termination of this Lease without the Landlord's written consent

If the Tenant is in default, the Landlord shall have the right to terminate this residential lease agreement by giving the Tenant a 3 day notice in writing.

16. DISPUTES:

If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

17. VALIDITY:

If any term of this Lease is held to be invalid, it shall not affect the validity of any other term in the Lease.

18. SALE OF PROPERTY:

If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner:

- Has the right to terminate this Agreement by providing ___ days' notice to the Tenant(s).
- Does not have the right to terminate this Agreement.

19. ADDITIONAL TERMS AND CONDITIONS:

Landlord Name: _____

Landlord Signature: _____ Date: _____

Landlord Address: _____

Tenant Name: _____

Tenant Signature: _____ Date: _____

Tenant Address: _____