

LEASE AGREEMENT

This agreement is between { \$landlord_name } of { \$landlord_street_address }, { \$landlord_city }, { \$landlord_state }, { \$landlord_zip } hereinafter known as the "Landlord"

AND

{ \$resident1_first_name } { \$resident1_last_name }
{ \$resident2_first_name } { \$resident2_last_name }
{ \$resident3_first_name } { \$resident3_last_name }

HEREINAFTER known as the "RESIDENT(s)" agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the RESIDENT(s):

{ \$occupant1_first_name } { \$occupant1_last_name },
{ \$occupant2_first_name } { \$occupant2_last_name },
{ \$occupant3_first_name } { \$occupant3_last_name }

hereinafter known as the "Occupant(s)".

OFFER TO RENT:

The Landlord hereby rents to the RESIDENT(s). Residents will be subject to the following terms and conditions:

Type (Flat, Apartment etc.)	{ \$residence_type }
Address	{ \$residence_street_address }
City, State, Zip	{ \$residence_city }, { \$residence_state } { \$residence_zip }
Number of Bedrooms	{ \$residence_bedroom_count }
Number of Bathrooms	{ \$residence_bathroom_count }

RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

LEASE TERM:

This Agreement shall begin on the {Lease begin day} day of {Lease begin month}, 20{Lease begin year}, and end on the {Lease end day} day of {Lease end month}, 20{Lease end year} hereinafter known as the "Lease Term".

RENT: The RESIDENT(s) shall pay the Landlord in equal monthly installments of \$1,200 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the 15th of every month.

NON-SUFFICIENT FUNDS (NSF CHECKS):

If the RESIDENT(s) pays the Rent with a check that is not honored due to insufficient funds (NSF):

- There shall be a fee of \$50 (US Dollars) per incident.
- There shall be no fee.

LATE FEE:

If Rent is not paid on the Due Date:

- There shall be a penalty of \$50

Rent is considered late when it has not been paid 5 days after it is due.

FIRST (1ST) MONTH'S RENT:

The First (1st) month's rent shall be due by the RESIDENT(s):

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

PRORATION PERIOD:

The RESIDENT(s):

- Will be moving-in to the Premises before the start of the Lease Term on the {Lease movein date} after which the Rent pro-rated on a daily basis which shall be paid by the RESIDENT(s) upon the execution of this Agreement.
- Will not be moving-in to the Premises before the Lease Term.

SECURITY DEPOSIT:

A Security Deposit in the amount of \$500 (US Dollars) shall be required by the RESIDENT(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions of this Agreement. The Security Deposit is to be returned to the RESIDENT(s) within 30 days after the end of the Lease Term less any damage charges and without interest. This Security Deposit shall not be credited towards rent unless the Landlord gives their written consent.

POSSESSION:

RESIDENT(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the RESIDENT(s) shall terminate this Agreement at the option of the RESIDENT(s). Furthermore, under such failure to deliver possession by the Landlord, and if the RESIDENT(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the RESIDENT(s) along with any other pre-paid rent, fees, including if the RESIDENT(s) paid a fee during the application process before the execution of this Agreement.

ACCESS:

Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the RESIDENT(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the RESIDENT(s) shall be returned to the Landlord or a fee will be charged to the RESIDENT(s) or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION:

Before, at the time of the RESIDENT(s) accepting possession, or shortly thereafter, the Landlord and RESIDENT(s):

- Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.
- Agree to not inspect the Premises.

SUBLETTING:

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

ABANDONMENT:

If the RESIDENT(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 RESIDENT(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

RIGHT OF ENTRY:

The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

SALE OF PROPERTY:

If the Premises is sold, the RESIDENT(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 30 days' notice to the RESIDENT(s).
- Does not have the right to terminate this Agreement.

UTILITIES:

The Landlord shall provide the following utilities and services to the RESIDENT(s):

- Water
- Trash

Any other utilities or services not mentioned will be the responsibility of the RESIDENT(s).

MAINTENANCE, REPAIRS, OR ALTERATIONS:

The RESIDENT(s) shall, at their own expense and always, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The RESIDENT(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the RESIDENT(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the RESIDENT(s) to replace batteries when needed. A monthly " cursory " inspection may be required for all fire extinguishers to make sure they are fully charged.

EARLY TERMINATION:

The RESIDENT(s):

- Shall have the right to terminate this Agreement at anytime by providing at least 90 days' written notice to the Landlord along with an early termination fee of \$2,000 (US Dollars). During the notice period for termination the RESIDENT(s) will remain responsible for the payment of rent.

PETS:

No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$250 shall be required along with additional monthly rent of \$50 along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

NOISE/WASTE:

The RESIDENT(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The RESIDENT(s) further agrees to abide by any and all local, county, and State noise ordinances.

GUESTS:

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

COMPLIANCE WITH LAW:

The RESIDENT(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof,

whether said compliance shall be ordered or directed to or against the RESIDENT(s), the Landlord, or both.

DEFAULT:

If the RESIDENT(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the RESIDENT(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the RESIDENT(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The RESIDENT(s) will be in default if: (a) RESIDENT(s) does not pay rent or other amounts that are owed; (b) RESIDENT(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) RESIDENT(s) abandons the Premises; (d) RESIDENT(s) gives incorrect or false information in the rental application; (e) RESIDENT(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the RESIDENT(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE RESIDENT(S) OR OCCUPANT(S):

Everyone that is considered a RESIDENT(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any RESIDENT(s), guest, or Occupant(s) violates this Agreement, the RESIDENT(s) is considered to have violated this Agreement. Landlord's requests and notices to the RESIDENT(s) or any of the Occupant(s) of legal age constitutes notice to the RESIDENT(s). Notices and requests from the RESIDENT(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the RESIDENT(s). In eviction suits, the RESIDENT(s) is considered the agent of the Premise for the service of process.

DISPUTES:

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

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.

SURRENDER OF PREMISES:

The RESIDENT(s) has surrendered the Premises when (a) the move-out date has passed, and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the RESIDENT(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION:

The Landlord is prohibited from making any type of retaliatory acts against the RESIDENT(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER:

A Waiver by the Landlord for a breach of any covenant or duty by the RESIDENT(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the RESIDENT(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the RESIDENT(s) and Landlord.

EQUAL HOUSING:

If the RESIDENT(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the RESIDENT(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS MATERIALS:

The RESIDENT(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

INDEMNIFICATION:

The Landlord shall not be liable for any damage or injury to the RESIDENT(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the RESIDENT(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the RESIDENT(s)'s expense.

COVENANTS:

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

NOTICES:

Any notice to be sent by the Landlord or the RESIDENT(s) to each other shall use the following mailing addresses:

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of {\$lease_state}.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and RESIDENT(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on {\$contract_date}.

Landlord's Signature _____

Print Name: _____

Date: {\$date_1}_____

Resident's Signature _____

Print Name: _____

Date: {\$date_2}_____

Resident's Signature _____

Print Name: _____

Date: {\$date_3}_____

This document has important legal consequences. Please consult with an attorney prior to use of this document as contracts may require use of special provisions or language not included in this form. If you choose to use this form as is, use is strictly at your own risk.