

RESIDENTIAL LEASE AGREEMENT

PARTIES

This Residential Lease Agreement 'Lease' made on _____ of 20 _____ between the Landlord and Tenant listed below:

I. **LANDLORD:** _____ ('Landlord') with mailing address _____, City _____, State _____, and Zip Code _____.

AND

II. **TENANT(S):** _____ ('Tenant') with mailing address _____, City _____, State _____, and Zip Code _____.

The 'PARTIES' referred herein each as a 'PARTY' are the Landlord and the Tenant.

NOW, FOR AND IN CONSIDERATION of mutual promises, the Tenant leases the property from the Landlord following these terms and conditions.

RENTAL PROPERTY ADDRESS

Property Street Address _____, City _____, State _____, and Zip Code _____.

LEASE TYPE

This fixed lease agreement shall begin on _____ and end on _____ 'Lease Term'.

OCCUPANT(S)

By signing this agreement, the Tenant and Landlord both agree ONLY these additional occupants over the age of 18, listed below, will reside on the property during the lease term:

Additional Tenant(s) - _____

N/A

MAILINGS

Rental Property Mailing Address: _____.

Landlord's Mailing Address: _____.

PROPERTY DETAILS

Bedroom(s): _____

Full Bathroom(s): _____

Half Bathroom(s): _____

Basement: Yes No *If selected 'Yes', is the basement finished? Yes No

Pool: Yes No

Pool House: Yes No

Shed: Yes No

Other: _____

RESIDENT TYPE

- Single-Family Home Multifamily Home Townhouse
 Condominium Apartment Co-Op Dwelling Mobile Home (Manufactured Home permanently or semi-permanently attached to the land) Tiny Home
 Other: _____

PURPOSE

Tenant(s) renting this property may ONLY use as:

- Residence ONLY
 Other _____

FURNITURE INCLUDED

- Furnished Property – Items: _____
 Unfurnished Property

APPLIANCES INCLUDED

The appliances included are listed below:

RENT

The Tenant agrees to pay the Landlord a monthly rent of \$_____, due on the _____ day of each month.

NSF FEE - NON-SUFFICIENT FUNDS

Yes, the Landlord will charge a NSF Fee \$ _____ per bounced check.

No, NSF Fees

LATE RENT

Yes, the Landlord shall charge a late fee of \$ _____ if the rent is more than _____ days late from the agreed rent due date.

No Late Fee

PRORATION PERIOD

Yes – The Tenant agrees to pay the Landlord the total proration amount of \$ _____, if Tenant occupies the property before the agreed lease start date, _____. The proration amount is calculated by the total monthly rent divided by the number of days will equal the proration amount that is **due upon this agreement execution**.

No – Tenant will NOT occupy the property before the lease start date.

RENTER'S INSURANCE

The Tenant MUST provide proof-of-insurance to the Landlord prior of renter's insurance during the duration of the lease term:

Yes, Renter's Insurance is required.

No, Renter's Insurance is not required.

OPTION TO RENEW

Yes, continue month-to-month, under same terms and conditions.

No, Tenant must vacate the property on the agreed tenancy end date _____.

SECURITY DEPOSIT

A security deposit of \$ _____ is due upon the execution of the lease. The landlord will hold this deposit as a security for any unpaid rent, damages to the property, pet(s) fees, and/or parking fees.

- First Month's Rent = \$ _____
- Last Month's Rent = \$ _____
- Parking = \$ _____
- Damages Beyond Normal Wear and Tear = \$ _____
- Pet Deposit = \$ _____

TOTAL SECURITY DEPOSIT = \$[SECURITY DEPOSIT AMOUNT]

DEPOSIT RETURN

The Landlord shall return the security deposit to the Tenant with _____ days after the lease agreement end date, _____.

INSPECTION PRIOR TO MOVE-IN DATE

Yes, the Tenant agrees to inspect the property prior to the move-in date and shall provide **move-in checklist**, which includes all requested repairs and modifications of the rental property, delivered to the Landlord, within a reasonable time frame.

No, prior property inspection and move-in checklist is not required.

PARKING

Provided – Monthly Parking Fee of \$ _____ Per Vehicle

Not Provided

UTILITIES

Tenant, the Tenant is responsible for the utilities and service payments during the duration of tenancy.

Landlord, the Landlord is responsible for the utilities and service payments during the duration of tenancy.

PREMATURE LEASE TERMINATION

Yes, the Tenant has the right to terminate the lease under these conditions:

- Termination fee in the amount of \$ _____, will be charged to the Tenant.
- The Tenant must give the Landlord a **written** termination notices within [#] days.

No, the Tenant may not terminate the lease under any circumstances.

SMOKING POLICY

Yes, smoking is allowed in these areas: _____.

No, smoking is prohibited.

PETS

Prior Approval - the landlord must approve, in writing, any pets on the property.

Pet Deposit - If approved, the Landlord will charge Tenant a monthly Pet Deposit of \$ _____.

SUBLETTING

If the Tenant wishes to sublet the rental, the Tenant must get prior written approval from the Landlord.

ABANDONMENT

The Landlord has the right to terminate the lease agreement if the Tenant lease or abandons the property within the minimum time frame set by the State which the rental property resides or seven (7) days, whichever is less.

LANDLORD ENTRY

The Landlord Must provide reasonable notice to the Tenant before entering the rental property for any inspections or repairs.

MAINTENANCE AND REPAIRS

The Tenant shall keep the property clean and in a habitable condition. The Tenant must notify the Landlord of any needed repairs and maintenance.

NOISE/WASTE

The Tenant agrees to use the property in a lawful manner and not cause any nuisances that would cause harm to neighbors within and around the premises. The Tenant shall dispose any waste and agrees not to leave waste on the property.

EQUAL HOUSING

The Landlord shall make any and all improvements to accommodate Tenants with disabilities.

HAZARDOUS MATERIALS

The Tenant shall not pose any hazardous materials such as materials that would cause a fire, i.e., compressed gasoline.

INDEMNIFICATION

The Landlord shall not be liable for any damages on the property during the lease term. The Tenant takes full responsibility therefore Renters Insurance is highly recommended.

NATIONAL DISCLOSURES RULES

Lead-Based Paint Disclosures - under Federal Law, the Property Owner and/or Landlord MUST provide the Lead-Based Paint Disclosure Forms and information brochures to all Tenants, if the rental property was built before 1978.

GOVERNMENT OVERSIGHT

Both the Landlord and the Tenant agree to comply with both the Federal and rental property's Local State laws.

DEFAULT

If the Tenant breaches the financial or material provisions of this Agreement, the rules and regulations set forth by the Landlord, or Federal and State Laws, the Landlord has the right to terminate this Agreement. Also, if the Tenant does not pay rent for a specific period after the Landlord has sent a written notice, the Landlord has the right to ask the Tenant for the full payment of the rent for the entire lease term. The Tenant will also be in default should they fail to pay rent, violate the terms of this Agreement, abandon the Premises, provide false information in the rental application, or engage in illegal activities on the Premises.

ADDITIONAL TERMS AND CONDITIONS

List all addition terms and conditions:

THIS AGREEMENT

The Landlord and Tenant agree to ALL the terms and conditions outlined in this agreement. This Lease Agreement supersedes all previous written or oral agreements. All previous agreements will be nullified.

SIGNATURES

Landlord: _____ Date _____

Tenant: _____ Date _____

ALL Tenant(s) over the age of 18 years old, occupying the rental property at any time over duration of the lease, must sign below:

Additional Tenant: _____ Date _____

Additional Tenant: _____ Date _____

Broker: _____ Date _____