

Lease Agreement

This agreement, made on _____, between (your name) as Landlord and _____ as Tenant(s), witnesses that the Landlord has agreed to LET to the Tenant, and the Tenant has agreed to TAKE from the Landlord _____(unit address) _____, in the City of _____, (state)

for the term of _____ to commence _____ and to end _____,

to be occupied as a strictly private dwelling apartment by the above named individual(s) and _____ other persons. And the Tenant hereby covenants and agrees to pay to the Landlord the rent of _____ payable in equal monthly payments in advance by the first day of each and every calendar month during the term to (payment address)

Please make checks payable to: (your name) no cash please.

An increase in the monthly rent of \$x.xx shall apply on May 1st of each year to begin on _____.

In the event that the tenant should break this lease without the written permission of the landlord, the unpaid rent for the remainder of this lease will become immediately due and owing to the landlord. In addition, any security amount held will be forfeited.

Rent is due by the 1st of each month. A finance charge of up to 10% of rent not paid will be automatically charged to the Tenant's account after the fifth day of the month. A \$xx.xx returned check charge.

If the tenant's rent is past due and the landlord exercises his legal right to seek a judgment against the tenant in court, a \$xxx fee shall apply in addition to court costs, late fees and rent due.

A lawful continuance of the tenancy beyond said term shall be deemed a renewal for the further term of one year, and to renew again for subsequent like terms until lease is terminated by mutual agreement of the Landlord and Tenant.

At the end of the term, tenant must: leave the apartment clean and in good condition, subject to ordinary wear and tear, remove all the tenant's property and all the tenant's installations and decorations, repair all damages to the apartment and building caused by moving and restore the apartment to its condition at the beginning of the term.

The premises are also leased upon the further covenants and conditions:

1. The maximum number of people that can occupy the property is _____. Only those people listed in this lease can occupy the property. No new tenants can move in without the written approval of the landlord. A charge of \$xx shall apply to each additional person beyond the maximum number stated above. Not to assign or sublet the premises.

2. That the tenant shall take good care of the premises, shall not drive nails or screws into the woodwork, and shall at his cost and expense make and do all repairs required to walls, ceilings, glass, light bulbs, ranges, pipes, plumbing works, and fixtures whenever damage or injury to the same shall have resulted from misuse or neglect. All repairs or replacements must be approved by the Landlord.

3. To comply with all obligations imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety and shall use the property for residential purposes only.
4. To permit the Landlord entrance to the dwelling for the purpose of performing periodic inspections, routine maintenance, for making improvements or repairs, or to show the premises for releasing.
5. Not to harbor any dog or cat or pet of any kind.
6. The Landlord is not responsible for any inconvenience or interruption of services due to improvements, repairs or for any reason beyond the Landlord's control.
7. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants in this agreement, shall not be deemed a waiver of any rights or remedies that the landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants of this agreement.
8. The Tenant shall not place any aerals or any other connections to the roof or any other portions of the premises. The Tenant shall not use or install a laundry machine, air conditioner, dishwasher, or any other mechanical equipment in or outside the dwelling without the consent of the Landlord in writing.
9. The Tenant shall keep all outside areas and hallways clean, uncluttered and broom swept. Grass must be cut weekly.
10. It is understood and agreed that upon the expiration of the term of this lease, or any renewal of this lease, the Tenant shall quit and surrender the dwelling to the Landlord in a broom swept condition. The appliances shall also be in a clean condition, ordinary wear and tear excepted. In the event that the Tenant fails to comply with this paragraph, Landlord may at its option complete the work, clean or repair and deduct the cost from any security deposit held by Landlord. Nothing in this lease shall in any way prevent Landlord's right to recover any sum due it in excess of the security deposit.
11. The tenant's promise to pay the rent is separate from all other promises in this lease. The tenant agrees to pay the full rent each month. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any modification to this lease must be made in a letter signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.
12. Notice of non renewal of this lease must be given in writing 60 days in advance.
13. Any excessive traffic or frequent guests or visitors in or out of the dwelling is considered a violation of this lease. Complaints from neighbors, other tenants, police, city officials or anyone else about noise, late night (after 10:00 pm) activities, or any other nuisances are considered a violation of this lease.
14. Resident, occupants, guests, family members, or other persons related to or affiliated in any way with the Resident shall not engage in any unlawful activity. In the event that any of these

parties violate this provision, Resident shall be subject to termination of lease and immediate eviction.

15. The tenant will notify the landlord promptly if any part of the property is damaged or destroyed. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the landlord may do it and add the expense to the next month's rent.

16. The tenant must promptly remove all trash and debris from the property as required by the landlord and local ordinance.

LANDLORD RIGHTS

1. The tenant gives up his right to receive notice before the landlord begins with an eviction.
2. If the tenant fails to pay any one month's rent on or before the due date, or the tenant breaks any other provision in this lease, the landlord may end this lease immediately and file a lawsuit to evict the tenant.
3. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. If the landlord gets a judgment for money against the tenant, the landlord can use the court process to take the tenant's personal goods, furniture, motor vehicles and money in banks. The landlord may also be able to attach the tenant's wages to recover money for damages done to the property.
4. The landlord may recover reasonable legal fees and costs from the tenant for any legal actions relating to the payment of rent or the recovery of the property.

ABANDONMENT

The property will be considered abandoned by the tenant if:

1. The tenant gives the landlord notice that he will not return to the property;
2. The tenant removes his personal belongings from the property, fails to pay the rent, and does not return for 15 days;
3. The tenant fails to pay the rent and does not return to the property for one month; or
4. The tenant leaves personal belongings in the property after the end of the lease.

If the tenant abandons the property, the landlord may enter and relet the property. In this case, the landlord may also remove and dispose of any personal property left behind by the tenant.

SECURITY DEPOSIT

1. The amount of the security deposit is \$_____.
2. The tenant cannot use the security deposit to pay rent without the written approval of the landlord.
3. The landlord can use the security deposit for unpaid rent and damages that are the tenant's responsibility beyond normal wear and tear.
4. When the tenant moves out, the landlord will prepare a list of charges for damages and any

unpaid rent. The landlord can deduct these changes, if any, from the security deposit and will return the balance within 30 days. The tenant must give the landlord written notice of the tenant's new address or make other arrangements with the landlord for the return of the security deposit.

5. In the event the tenant leaves before the expiration of the term of this lease, the security deposit will be forfeited by the tenant.

PRIORITY OF LEASE & SALE OF PROPERTY

If the landlord sells this property, the purchaser can end this lease. All mortgages that now or in the future affect the property have a priority over this lease.

DEFAULT

If default shall be made in the payment of any part of the said rent after the same becomes due, or in the case of a breach or evasions or any attempt to break any of the covenants or conditions of the agreement, the entire rent reserved for the full term of this lease remaining unpaid shall become due and payable at once and may forewith be collected by distress or otherwise and at the same time. The Landlord may forfeit and annul the expired portion of the lease and enter upon and repossess the said premise with or without process of law, and without giving any notice whatsoever.

It is hereby expressly understood and agreed that the character of the occupancy of the premises, as above expressed, is an especial consideration and inducement for the granting of this lease by the Landlord to the Tenant, and in the event of a violation by the Tenant of the restrictions against subletting the premises, or permitting the same to be occupied by parties other than the tenant, or of a violation of any other condition of this agreement, the lease shall, at the option of the Landlord, his agents, or assigns, cease and terminate and be at an end.

Further terms and conditions relating to an agreement of sale see Purchase Option attached.

UTILITIES

List of utilities or other charges the landlord or tenant will pay:

- Heat _____ L _____ T _____ NA
- Water/Sw/Gar _____ L _____ T _____ NA
- Electric _____ L _____ T _____ NA
- Lawn Care _____ L _____ T _____ NA
- Gas _____ L _____ T _____ NA
- Snow Removal _____ L _____ T _____ NA
- Oil _____ L _____ T _____ NA
- Taxes _____ L _____ T _____ NA
- Renters Ins _____ L _____ T _____ NA
- Property Ins _____ L _____ T _____ NA
- \$100K Liability _____

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Landlord (your name)

Tenant

Driver's License #

Social Security #