

# RESIDENTIAL-LEASE AGREEMENT

## NOTICE:

Law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

We Agree That:

Landlord or Business Name

Leases To:

Tenant Name

The Following Premises To Be Used For Private Residential Purposes Only

Address: Tenant Address

### For A Term

Beginning: **Start Date** and Ending: **End Date**

PROPERTY NAME: **Tenant Address**

#### (a) JOINT AND SEVERAL TENANCY:

If more than one person signs this lease as a Tenant, their obligations are joint and several. This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants. This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph:

(1) \_\_\_\_\_, (2) \_\_\_\_\_, (3) \_\_\_\_\_.

#### (b) RENT:

Tenant must pay Landlord, as rent for the entire term, a total of \$**Total Amount of rent**, being \$ **Rental Amount per month** each month, beginning **Date Rent Begins** and the same amount on or before the 1st business day of each succeeding month. If lease begins or ends on any day other than the first or last of the month respectively, rent will be prorated accordingly. Rent must be paid to the Landlord at the following address:

Address Where Rent

Is Payable To

#### (c) LATE FEE:

If Landlord receives the rent late (more than 5 days), Tenant will be charged a \$**50** late fee.

Late rent may subject the Tenant to eviction proceedings and liability for damages.

#### (d) SECURITY DEPOSIT:

Tenant must pay Landlord \$**Security Deposit Amount** which Landlord holds as a security deposit for Tenants performance of all the terms of this lease. The security deposit must be deposited at the following financial institution and may be mingled with the security deposits of Landlords other tenants:

Name and Address

of Financial Institution

Where Deposit is Held

\_\_\_\_\_

**NOTICE:**

**You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**

**(e) NONREFUNDABLE CLEANING FEE:**

Tenant must pay a nonrefundable cleaning fee of \$ 0 at the beginning of the lease term.

**(f) OCCUPANCY:**

Only the persons who sign this lease, and allowed children, may reside at the premises. If more persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent for each additional person. Occupancy must not exceed the number mandated by local ordinance. Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlords consent.

**(g) SLEEPING ROOMS:**

Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenants health and safety. The following areas may not be used as sleeping rooms: Kitchen

**(h) KEYS/LOCKS:**

Tenant will receive 1 keys from the Landlord.

On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$45 for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$10. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlords written consent.

**(i) UNAUTHORIZED USE OF MAILING ADDRESS:**

Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address is prohibited.

**(j) CONDITION OF PREMISES AT THE BEGINNING OF TENANTS OCCUPANCY:**

Tenant acknowledges receipt of two blank copies of an inventory checklist. Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.

**(k) APPLIANCES AND OTHER FURNISHINGS PROVIDED:**

Tenant must not remove or loan any item provided with the premises. Tenants are responsible for all appliance repairs, the appliance(s) provided are on loan to the tenant and landlord will not repair under any circumstance. Landlord will provide the following checked items:

- Stove
- Microwave
- Refrigerator
- Dishwasher
- Washer and Dryer

**(l) SMOKE DETECTORS:**

Landlord must install smoke-detection devices as required by law. The premises contain 2 smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to

ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must keep smoke detectors in working condition. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.

**(m) ALTERATIONS:**

Tenant must not alter the premises without the Landlords written consent (e.g., painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.

**(n) REPAIRS AND MAINTENANCE:**

Landlord must provide and maintain the premises in a safe, habitable, and fit condition. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at 000-000-0000 of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.**

Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlords sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlords control, the Tenants obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).

**(o) PIPE-FREEZE PREVENTION:**

If Tenant plans to be away from the premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

**(p) REPAIRS DUE TO TENANTS NEGLIGENCE:**

Damage to the premises caused by Tenants negligence, or their guests or invitees negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlords control, Tenants obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.

**(q) LANDLORDS RIGHT OF ENTRY:**

Landlord, or Landlords agent, may enter the premises at reasonable times, with effort to provide 24-hour notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations or for necessary repairs, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.

**(r) USE OF THE PREMISES:**

Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:

- ✓ Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
- ✓ Do anything to the structure or its surroundings that may be hazardous or that will cause Landlords insurance to be cancelled or premiums to increase,
- ✓ Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
- ✓ Deface or damage, or allow another to deface or damage, any part of the premises,
- ✓ Change the locks or install any additional locks or bolts without Landlords written consent,
- ✓ Place a waterbed or other heavy article on the premises without Landlords written consent,
- ✓ Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or

✓ Install any antenna or satellite without Landlords written consent.

**(s) ILLEGAL DRUG USE:**

Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premise by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

**(t) PETS:**

Dogs, cats, or other pets are not allowed on the premises without Landlords written consent. If Landlords written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$ n/a

**(u) PARKING:**

Landlord may provide parking for Tenants automobiles. Automobiles must be parked only in assigned areas.

**(v) MISCELLANEOUS COSTS AND OBLIGATIONS:**

Check the appropriate box below:

Pays for electricity.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Pays for gas or fuel oil.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Pays for water and sewage.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Pays for trash removal.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Must dispose of all trash by placing in a designated container.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Must mow the lawn.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Must water the lawn.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Not Applicable
Must rake the leaves.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Not Applicable
Must remove snow and ice from the parking area, walkway, and steps.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable
Must change the screens and storm	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Not Applicable
Must _____.	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	<input type="checkbox"/> Not Applicable

**(w) PEACEFUL AND QUIET USE OF PREMISES:**

In exchange for Tenants timely payment of rent and performance of all the terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.

**(x) SUBLET AND ASSIGNMENT:**

Tenant must not sublet the premises or assign any interest in this lease without Landlords written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.

**(y) RENTERS INSURANCE:**

Tenant is strongly advised to carry renters insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenants personal property, unless Landlords negligence or intentional act or omission causes the damage.

**(z) LEASE ADDENDUM, RULES, AND REGULATIONS:**

Additional pages or rules and regulations, signed by all parties, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.

\_\_\_\_\_

**(aa) BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION:**

If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Landlord violates any term of this lease, Tenant may terminate the tenancy.

**(bb) CONDITION OF THE PREMISES AT THE END OF TENANTS OCCUPANCY:**

At the end of Tenants occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenants termination of occupancy, an itemized list of damages claimed for which the security deposit may be used provided, of course, that the Tenant has given a forwarding address.

**(cc) END OF LEASE TERM:**

Tenant is required to provide a 30-day written notice before moving, even if the lease term is ending. This notice MUST be signed by ALL leaseholders and delivered to Landlord at address on page 1. When the lease term ends, Tenant must promptly vacate the premises, remove all personal property, and return all keys. Tenant must dispose of all trash and leave the premises clean.

**(dd) CHANGES TO THIS LEASE:**

This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant;

no oral agreement is valid. Changes to the terms of this Lease must be in writing, signed by all parties.

**(ee) ENFORCEMENT OF LEASE PROVISIONS:**

Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.

**(ff) ADDITIONAL PROVISIONS:**

Tenants understand smoking is not tolerated on the property. All cigarette butts outside must be disposed of properly. Attached Rules & Regulations include a smoking clause.

**This RESIDENTIAL-LEASE AGREEMENT is signed on DATE**

**Each person who signs it acknowledges, by their signature, that they have read it, understand it, and voluntarily agree to it. Further, each person is mentally competent and 18 years or older.**

*Landlord's Signature(s):* \_\_\_\_\_  
*Landlord or Business Name*

*Tenant's Signature(s):* \_\_\_\_\_  
*Tenant Name*