

~ RESIDENTIAL LEASE ~

PROPERTY: Landlord leases to Tenant the following real property:

Address:

Legal Description:

PARTIES: The parties to this lease are:

Owner/Landlord:

Tenants:

TERM: This lease begins and ends as follows:

Commencement Date:

Expiration Date:

OCCUPANCY DELAY: If Landlord cannot deliver possession upon the commencement date for any reason (construction, prior Tenant's holdover, etc.), the commencement date will be moved to the date when Landlord is able to deliver possession, and the rent will be abated until that time. If Landlord is not able to deliver possession within 30 days of the original commencement date, Tenant may terminate this lease by giving written notice to Landlord and Landlord will fully refund the security deposit and any money paid.

AUTO RENEWAL / NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless either party gives the other party written Notice of Termination ____ days before the Expiration Date. In the event this lease becomes a month-to-month agreement, it shall be at a rental rate agreed to by both parties, it may be terminated by either party giving ____ days written Notice of Termination, and all other provisions of this lease remain in effect. Landlord is not obligated to prorate rent if Tenant moves out before termination date.

RENT: Tenant shall pay Landlord rent as follows:

Monthly Rent Amount: \$ _____ for each full month during this lease.

Prorated Rent: \$ _____ as rent from the Commencement Date up until the first full month of this lease, due _____.

Due Dates: Monthly Rent is due on the _____ day of each month. Rent is considered late after the _____ day of each month. The first full month's rent is due _____.

Payment Information: Rent shall be made payable to the following name and address:

Payment Methods: Rent may be paid in the following manner:

Cash

Personal Check

Money Order

Cashier's Check

Electronically

Tenants: _____, _____, _____, _____

Landlord: _____, _____

LATE FEES: In the event Landlord does not actually receive a rent payment in the full amount due by 11:59 PM on the ____ day of the month, an initial late charge of \$ _____ will be owed to Landlord, plus an additional late charge of \$ _____ per day thereafter.

Tenant agrees that the purpose of the late fees in this lease are to compensate the Landlord for damages incurred from late rent, and that such damages are difficult to calculate. Late fees under this lease are considered additional rent.

RETURNED PAYMENTS: If Tenant's payment to Landlord is returned unpaid for any reason, Tenant shall pay to Landlord a \$ _____ returned payment fee, in addition to any rent and late fees owed. After one returned payment, Landlord may require that all future payments be made in certified funds or cash.

Tenant agrees that the purpose of a returned payment fee in this lease is to compensate the Landlord for damages incurred from a returned payment, and that such damages are difficult to calculate. Returned payment fees under this lease are considered additional rent.

SECURITY DEPOSIT: On or before the execution of this lease, Tenant will pay Landlord a security deposit in the amount of \$ _____. Upon expiration of the lease, the deposit shall be returned to Tenant, minus any damages Landlord may deduct from the deposit according to local statute. No interest will be paid to Tenant on the deposit unless required by law. Landlord is not required to account for or refund the deposit until 30 days after Tenant has vacated property.

PETS: No pets are allowed anywhere on the property unless specifically agreed to in writing by Landlord and Tenant. If Landlord authorizes Tenant to keep a pet, Tenant accepts all liability and responsibility for the actions of the pet, including injuries caused to third parties by the pet, and damages to property caused by the pet. Tenant will further indemnify Landlord for any damages incurred by Landlord because of pet, and will defend Landlord, at Tenant's expense, for claims brought against Landlord by third parties. Unauthorized pets kept by Tenant constitute a default under this lease.

No Pets are allowed on property

Landlord will allow ____pet(s) on the property described as follows:

Tenant will pay Landlord a non-refundable Pet Deposit in the amount of \$ _____.

UTILITIES: Tenant will pay for all utilities on the property, including all connection/transfer fees, except Landlord will pay the following utilities: _____.

OCCUPANTS AND GUESTS: A total of ____ people, including children, live-in staff, and others, will be living on property. No additional occupants may reside on the property without the written consent of Landlord. Tenant may not allow any guest to stay on the property longer than ____ days without Landlord's written consent.

PARKING AND VEHICLES: Tenant may not allow more than ____ vehicles on the property. Any additional vehicles, including cars, trucks, boats, trailers, campers, etc., must be approved by written consent of the Landlord, or else they will be removed without notice. All vehicles must be properly registered, licensed, and in good working order. No vehicle oil changes, maintenance, or other mechanical work is permitted on the property. No inoperable vehicles may be stored in or on the property. Vehicles may not be parked on a lawn or outside of a designated parking space. Landlord has the right to remove any vehicle that violates this paragraph at the Tenant's expense.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

SMOKING: Select "is" or "is not": Smoking is is not allowed on the property. If smoking is not allowed, but does occur on the property, Tenant will be in default of this lease. Landlord may choose to hold Tenant in default and/or may charge Tenant for smoke remediation to remove the smell.

ACCESS AND INSPECTION: Landlord may enter the property at any reasonable time to conduct inspections, make repairs, or show the property to anyone, including prospective Tenants, buyers, real estate agents, appraisers, fire marshals, lenders, etc. Tenant agrees that 24 hours oral notice is considered reasonable. However there are many instances when no notice is required, such as emergency repairs, prior consent given, to serve legal notices, to survey property, or to inspect property when Tenant is in default or is suspected of breaching this lease agreement in some way.

TRIP CHARGES: If Tenant fails to make the property available for Landlord at a time that was already agreed upon (thus wasting Landlord's time and expense), Landlord may charge Tenant a Trip Charge of \$_____.

KEYS & OPENING DEVICES: Tenant will be issued ____ sets of keys/opening devices to the property. If Tenant needs a replacement key/opening device or fails to return a key/opening device at the expiration of this agreement, Tenant will be charged \$_____. In the event Tenant re-keys any locks on the property, a copy of the new key shall be delivered to Landlord immediately.

LOCK OUT CHARGE: Landlord may charge Tenant \$_____ each time Landlord must send someone to the property to let Tenant inside. Tenant agrees that this charge is a reasonable reimbursement for Landlord's time and expense in providing this service.

ALTERATIONS TO PROPERTY: Tenant may in no way alter or improve upon the property without the express written consent of Landlord. This applies to interior and exterior and includes, but is not limited to, all forms of construction, paint, fixture installations, antenna, satellite dishes, and signs. Any improvements Landlord agrees to will stay with the property and become the property of the Landlord. Landlord may charge Tenant for restoring property back to its original condition if alterations are made without Landlord's consent.

PERMITTED USE: The property may only be used as a private residence dwelling. It may not be used for any other purpose such as running a business, commercial, or industrial enterprise. It may not be rented or leased to any other parties on a short-term or long-term bases without express written consent of Landlord. It may not be used mainly for storage of personal property.

COMMON AREAS: Landlord has no obligation under this lease to pay non-mandatory fees for Tenant's use of any common area.

SIGNAGE: Landlord may place FOR SALE or FOR RENT signs on any location of the property at any time.

MOVE-IN CONDITION: Tenant has inspected the condition of the property prior to move-in, is satisfied with the condition, and accepts the property "as-is" without any additional repairs unless agreed to separately in writing. Tenant has made an inventory of any damages noticed by Tenant and will deliver this inventory to Landlord. This inventory is not a request for repairs.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

NEIGHBORHOOD CONDITION: Before signing this lease, Tenant has researched and is satisfied with all aspects of the neighborhood the property is located in. The Tenant is satisfied with the schools, the crime rate, the available utility and internet providers, the proximity of registered felons and sex offenders, the proximity of all government services, and the proximity of grocery stores and shopping centers. Tenant is also satisfied with the noise levels in the neighborhood and the views from the property. Tenant is satisfied with the pollution levels in the area caused by any commercial enterprise or industry located nearby. Tenant certifies that the neighborhood satisfies Tenant's personal needs and preferences.

PROHIBITIONS: Tenant shall be prohibited from the following which will result in default under this lease:

1. Removing part of the property
2. Destroying part of the property
3. Changing locks or security without notifying Landlord
4. Creating holes in walls, floors, or elsewhere
5. Keeping hazardous, flammable, or explosive materials on the property
6. Bringing water beds or other water furniture onto the property
7. Utility installations without Landlord's consent
8. Altering or replacing walls, paint, or floors
9. Removing or installing fixtures without Landlord's consent
10. Dumping hazardous substances on the property (i.e. motor vehicle fluids)
11. Allowing liens to be filed on the property
12. Disturbing the Neighbors
13. Creating loud noise in a way that disturbs neighbors
14. Allowing utilities to lapse or be shut off
15. Allowing unauthorized guests
16. Hoarding or storing unreasonable amounts of personal property in an unsafe way
17. Storing property not owned by Tenant
18. Obstructing areas of ingress and egress such as walkways, driveways, common areas, etc.
19. Obstructing or covering windows or doors
20. Opening windows or doors during bad weather
21. Hanging laundry to dry on the exterior of the property
22. Installing locks or hooks without Landlord's consent
23. Engaging in any form of criminal activity

HOA RULES: Tenant will comply with any owner's association rules that may exist on the property. Tenant will be liable to Landlord and any association for Tenant's breach of any association rules.

OTHER RULES: At any time during this lease, Landlord may issue to Tenant a new list of rules that must be followed, and violation of which will result in default under this lease.

CRIMINAL ACTIVITY: Landlord may terminate this lease and hold Tenant in default if Tenant or Tenant's guests engage in any of the following criminal activities:

1. Drug-related crimes
2. Possession or use of controlled substances
3. Any violent crimes
4. Any crime that affects the health, safety, and well-being of Tenants or other Tenants or neighbors
5. Use of alcohol in a way that threatens the health, safety, or peace of the neighborhood
6. Tenant is a fugitive or parole violator or is harboring fugitives or parole violators

Tenants: _____, _____, _____, _____

Landlord: _____, _____

A Tenant who is a victim of domestic/family/sexual violence may not be evicted because the perpetrator is also a Tenant. However the perpetrator may be evicted, or there may be an exception if the ongoing violence threatens other Tenants, the community, or the Landlord.

MAINTENANCE: Tenant will be responsible for general maintenance and upkeep of the property at the Tenant's expense. Such responsibilities include but are not limited to:

1. Removing dangerous conditions from property
2. Keeping property sanitary and clean
3. Changing air conditioner filters regularly
4. Keep all toilets and plumbing fixtures in good working order
5. Disposing of garbage in a timely manner in the designated area
6. Replacing light bulbs in a timely manner
7. Replacing batteries in, and maintaining, smoke detectors
8. Take reasonable steps to prevent frozen pipes
9. Pest control when needed
10. Eliminate standing water
11. Water and Maintain property foundation
12. Keep windows clean and operable
13. Notify Landlord of any problems or needed repairs immediately

Tenant will be charged and held responsible for damages caused by Tenant's failure to alert Landlord in writing of potential problems with the property.

REPAIRS: All repair requests must be delivered to Landlord in writing, unless the repair is an emergency repair which must be delivered by phone call and in writing. Tenant will be responsible for the cost of all repairs unless not caused by Tenant or unless considered normal wear and tear.

SMOKE ALARMS: Tenant acknowledges that smoke alarms exist for the safety of the occupants. Tenant agrees to keep all smoke alarms in good working order, to change batteries when necessary, and not to tamper with or disable smoke alarms.

YARD AND LANDSCAPING: Unless agreed to elsewhere in writing, Tenant is solely responsible for maintaining the yard and landscaping. This including watering, mowing, trimming, controlling weeds and pests, and removing debris.

DRAIN BLOCKAGES: Unless caused by Landlord, Tenant will be responsible for the plumbing costs associated with unclogging blocked sewer lines and drains caused by items put down the drain by Tenant.

MOVE-OUT OBLIGATIONS OF TENANT: At end of lease, Tenant will deliver to Landlord the property in the same condition as it was received, with the exception of normal "wear and tear." The property will be free of all trash (including free of trash on the exterior of the property) and cleaned. Tenant will return all keys and opening devices to Landlord. Tenant has a right to request an inspection prior to move-out so Landlord can point out any areas of concern. Tenant shall be given the opportunity to repair such problems, but repairs may only be made by licensed professionals that Landlord expressly approves in writing.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

EARLY TERMINATION: Tenant and Landlord agree that one of the purposes of a lease is that each party can rely on the other to complete the lease regardless of most of life's circumstances. Therefore, this lease may not be terminated early by either party because of job changes or losses, school transfers, change in health status, change in marital status, purchase of property, and most other reasons. However, early termination may occur because of:

1. Violations of this Lease
2. Being held in Default of this Lease
3. Non-Payment of Rent
4. Misrepresentations made on Tenant's Rental Application
5. Preventing Landlord from Managing the property
6. Criminal Activity
7. Other Good Cause

DEFAULT: If Tenant violates the terms of this lease, or causes early termination either by notice or by other reason above, Tenant shall be in Default. Once Tenant is in default, Landlord may terminate Tenant's right to possession, and hold Tenant responsible for all lost rent (before and after default), Landlord's cost of reletting the property (including professional fees, advertising fees, utilities, and others), repairs and make-ready costs, eviction costs, attorney fees and court fees, and any other recovery associated fees.

DEFAULT/TERMINATION NOTICE: Landlord will provide Tenant with a written notice of Tenant's Default, and include the reasons for Tenant's default. Such a notice may be an Eviction Notice, Notice to Vacate, Notice of Termination, or other notice provided by local law. Such notice will be provided before the commencement of a court eviction action.

EVICTIION: After proper notice, Landlord may evict Tenant by commencement of an eviction case in court. Landlord will not forcibly remove Tenant without a court order.

MILITARY: In the case Tenant is or becomes a servicemember, Tenant may terminate this lease upon 30 days written notice by providing a copy of orders or a statement from a commanding officer that communicates the Tenant is ordered to move 35 miles or more from the property, or Tenant must live more than 90 days in a barracks or other residence supplied by the government. In such event, Tenant's rental term shall end upon the expiration of the 30 day period.

FAMILY VIOLENCE: Tenant may have certain statutory rights if Tenant can prove that Tenant is a victim of domestic violence. Landlord will comply with any statutes to this effect, which may allow Tenant to terminate this lease upon 30 days written notice.

SEX OFFENSES OR STALKING: Tenant may have certain statutory rights if Tenant can prove that Tenant is a victim of sexual violence or stalking. Landlord will comply with any statutes to this effect, which may allow Tenant to terminate this lease upon 30 days written notice.

HOLDOVER: In the event Tenant fails to vacate the property at the end of this lease, Tenant will pay Landlord for the holdover period, as well as for damages including lost rent, lost future Tenants (because they could not move in), court costs, eviction fees, attorneys fees, statutory fees, and any other costs associated with Tenant's holdover.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

ABANDONMENT: If in Landlord's reasonable judgment, and after reasonable attempts to contact Tenants, all Tenants have vacated the property during the term of this lease, then the property will be deemed to have been abandoned. Landlord may then legally obtain possession of the property and will not be held liable to Tenant for any damages whatsoever. Landlord may hold Tenant in default and exercise all rights under this lease to recover damages, including the costs of reletting the property and the difference in any rental income from a future Tenant. Any personal property left behind will be deemed to have been abandoned and Landlord may dispose of it in any way without any liability to Tenant.

ASSIGNMENT AND SUBLETTING: Tenant may not assign or sublet this lease without the express written consent of Landlord. Without Landlord's written consent, any assignment or sublease is null and void and will trigger a default under this lease. Landlord is not under any obligation to allow a sublease unless required by local law. Landlord may charge a reasonable application fee and sublease fee. Landlord has the sole discretion over whether any proposed sub-Tenant will be an acceptable replacement for Tenant. Any sub-Tenant the Landlord does approve will need to execute a new lease agreement that contains terms acceptable to Landlord. A sublease with a sub-Tenant will not release the original Tenant from the terms of the original lease, and the original Tenant will remain liable in the event of a sub-Tenant's default.

UNAVOIDABLE EVENTS: In the event the property is rendered uninhabitable through no fault of Tenant, such as by fire, storm, civil unrest, or other unavoidable event, either Landlord or Tenant may terminate this lease by giving the other party written notice. Rent will be prorated from the day the property became uninhabitable.

RELOCATION: In the event it becomes necessary to fumigate the property or perform some other vital work that requires the property be empty, Tenant agrees to fully cooperate with Landlord by temporarily relocating persons and property at the Landlord's expense.

LEAD-BASED PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (Landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (Tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

Property was built 1978 or After

Property was built Before 1978 (If Yes, Check Appropriate Boxes Below)

Landlord has knowledge of lead-based paint hazards on the property

Landlord has provided Tenant with all available records relating to this hazard

Landlord has NO knowledge of lead-based paint hazards on the property

Tenant has received the EPA pamphlet entitled "Protect Your Family From Lead in Your Home"

ASBESTOS: Landlord:

is not aware of asbestos on the property

is aware of asbestos on the property

SUBORDINATION: Tenant's leasehold interest in the property shall be subordinate and inferior to any liens placed on the property by Landlord, any advances made under such lien, any interest payable on such lien, and renewals or extensions on such lien, any restrictive covenant, and the rights of any owner's association.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

INSURANCE: Landlord will not provide insurance for any of Tenant's personal property for any reason or cause. Tenant is advised to obtain renter's insurance to insure Tenant's property against damage. Tenant must comply with Landlord's requests to take certain actions or refrain from certain actions that would result in an increase in Landlord's insurance premiums.

LIABILITY AND INDEMNIFICATION: Landlord is not liable to Tenant or Tenant's guests for any losses, injuries, or damages to persons or property caused by any reason. Tenant will defend, indemnify and hold harmless Landlord from any claim against Landlord. Tenant will further reimburse Landlord for any damages caused by Tenant, Tenant's guests, or pets.

JOINT AND SEVERAL LIABILITY: Every Tenant is jointly and severally liable for every provision in this lease. Any notice or refund to, or signature or act of, any one Tenant regarding any term of this lease, will be binding on all Tenants executing this lease.

ATTORNEYS FEES: In the event Landlord must hire an attorney to enforce the provisions of this lease, Tenant will be responsible for paying Landlord's attorneys fees.

WAIVER: Landlord's previous delay, waiver, or non-enforcement of a lease provision or rental due date will not be deemed a waiver of any other violation by Tenant or any other right of Landlord in this lease.

ENTIRE AGREEMENT: This lease contains the entire agreement between the parties. There are no oral agreements. This lease may only be changed by written agreement.

BINDING EFFECT: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.

CONTROLLING LAW: The interpretation, validity, performance, and enforcement of this lease shall be governed by the laws of the state in which the property is located.

SEVERABLE CLAUSES: If a court of law shall find any part of this lease unenforceable, the remainder of this lease will not be affected and all other sections of the lease will remain valid and enforceable.

REPRESENTATIONS: Each party represents that they are of legal age to enter into this lease. Tenant acknowledges that Tenant's statements made in this lease and on Tenant's rental application are material representations. Any misrepresentation by Tenant on this lease or on the rental application will result in Tenant being held in default of this lease.

MODIFICATIONS: Any modifications to this lease must be in writing and consented to expressly in writing by the Landlord.

RECORDING: This lease shall not be recorded in any public records by Landlord or Tenant. In the event Tenant records this lease, Landlord may hold Tenant in default of this lease.

CONSTRUCTION: Any singular or plural reference to "Tenant" or "Tenants" in this lease refers to all Tenants who sign the lease.

CAPTIONS: The captions contained in this lease are for convenience of reference only and do not limit or enlarge the terms of this lease.

Tenants: _____, _____, _____, _____

Landlord: _____, _____

SPECIAL PROVISIONS:

QUIET ENJOYMENT: Provided Tenant has performed all the terms of this lease, Tenant shall peaceably and quietly hold and enjoy the Property for the term herein, without interference from Landlord subject to the terms of this lease.

NOTICES: All notices under this lease must be in writing. Each party shall receive notices at the following address:

Landlord:

Tenant:

SIGNATURES: The parties agree to this lease by signature below:

Date
(Landlord)

Date
(Landlord)

Date
(Tenant)

Date
(Tenant)

Date
(Tenant)

Date
(Tenant)