

REAL ESTATE LEASE – RESIDENTIAL (Long Form)

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REAL ESTATE LEASE - RESIDENTIAL*DRAFT***IDENTIFICATION OF THE PARTIES**

This Lease Agreement (this "Lease") dated _____, is made By and Between

BETWEEN

AND

Landlord' Name:	Tenant's Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
(Hereinafter referred to as the "Landlord")	(Hereinafter referred to as the "Tenant")

(the Landlord and the Tenant hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized representatives.

RECITALS :

WHEREAS Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises for good and valuable consideration;

WHEREAS the Parties wish to confirm their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

OBJECT:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the "Premises" to be occupied as a smoke-free residence located at _____, _____, in the County of _____, State of _____.
2. **TERM.** The lease term will begin on _____ and will terminate on _____.

Landlord _____ Tenant _____

3. **LEASE RENEWAL.** Landlord is not required to renew this Lease at the end of the Lease Term. After providing Tenant with the terms of a new lease for a term commencing after the end of the Lease Term specified herein, Landlord may ask Tenant to sign an Option to Lease at any time. Landlord may not ask or require Tenant to sign an option or a lease renewal before providing Tenant with the terms of the new lease. Landlord agrees not to require Tenant to sign an option or a renewal, and not to show the Lease Premises to prospective tenants, until at least the first three (3) months of the Lease Term have passed.

CONSIDERATIONS:

4. **LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$_____, payable in advance on the first day of each month. Lease payments shall be made to Landlord at _____ which may be changed from time to time by Landlord.
5. **LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.
6. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.
7. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$_____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

SPECIAL PROVISIONS

8. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove his/her goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
9. **NUMBER OF OCCUPANTS.** No more than _____ person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.
10. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.
11. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises no later than the first day of the extended absence.
12. **PROPERTY INSURANCE.** Tenant shall maintain renter's insurance in an amount sufficient to insure the full value of the property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

13. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$_____, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$_____ or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.
14. **TENANT RESPONSIBILITIES:**
- i. No water beds are allowed. Furniture will not be moved to basement or porch.
 - ii. All repairs caused by negligence of the tenants(s) such as stopped-up sewers, sinks, toilets, or broken windows, shall be repaired at the expense the tenant. Any costs incurred by the landlord for such reasons shall be collectible on the same basis as rent.
 - iii. Cost of replacement of locks due to the loss of keys will be assumed by the tenant.
 - iv. Light bulbs shall be replaced as needed and will remain in the property when the tenant vacates.
 - v. Tenant must inform landlord promptly in writing when repairs to structure due to natural causes become necessary. Failure will cause tenant to share in expenses incurred to correct problem.
 - vi. Tenant will not duplicate any keys without consent of landlord.
 - vii. If the premises are going to be vacated for an extended period of time over winter months, tenant will shut off main water valve and maintain heat at a minimum of 60°F.
15. **SMOKEFREE RESIDENCE.** Tenant shall prohibit smoking by his/her household members or guests while on the premises. It is the tenant's responsibility to inform his/her guests of the no-smoking portion of this lease. Smoking by the tenant, members of his/her household, or his/her guests while on the premises is a violation of this lease. Due to the increased costs in cleaning the premises, the higher risk of fire, and the danger to the health of other occupants of the building, violation of this provision will result in an additional rent due at the rate of \$50 per month which may be assessed at the end of the lease term or at any time landlord discovers such a violation of this lease. This does not preclude landlord from taking any other legal action, including among other things, eviction proceedings. Landlord shall post no smoking signs at entrances and exits, common areas, hallways, etc., and enforce compliance with the State's Clean Indoor Air Act.
16. **PETS.** Pets shall not be allowed without the prior written consent of the Landlord.

Alternatively:

- PETS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$_____), _____ DOLLARS (\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
17. **PARKING.** Tenant shall be entitled to use _____ parking space(s) for the parking of motor vehicle(s).
18. **STORAGE.** Tenant shall be entitled to store items of personal property in _____ during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.
19. **MOWING AND SHOVELING.** It is the responsibility of _____ (Landlord or Tenant) to keep shrubbery neatly trimmed and to mow the lawn during the growing season to assure that grass never exceeds eight inches, and to shovel walk during the snow season after every snowfall of more than one inch. Lawn mowing and snow shovelling equipment will be provided by _____ (Landlord or Tenant).
20. **TRASH:** Tenant agrees to put trash out after 8:00 p.m. on the night before pickup in securely tied plastic bags and/or sturdy trash barrels with tight lids to prevent animal spillage of trash and garbage. Trash receptacles should be returned to storage the same day as pickup. It is the responsibility of _____ (Landlord or Tenant) to provide garbage receptacles.
21. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
22. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
23. **NOISE AND NUISANCE.** Tenant/s shall observe City ordinances that prohibit excessive noise or creating any nuisance that crosses property lines thereby disturbing the peace of neighbouring residents. This ordinance is in effect 24 hours a day.
24. **UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.
25. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction or remodelling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.