

DISCLAIMER

The following form is provided by Lawoffice.com from West Legal Directory for informational purposes only and is intended to be used as a guide prior to consultation with an attorney familiar with your specific legal situation. Lawoffice.com is not engaged in rendering legal or other professional advice, and this form is not a substitute for the advice of an attorney. If you require legal advice, you should seek the services of an attorney. © 2000 Lawoffice.com. All rights reserved.

APARTMENT LEASE: Agreement to lease an unfurnished apartment

By this agreement, made and entered into on _____ [date], between _____, referred to as "lessor," and _____, referred to as "lessee," lessor demises and lets to lessee, and lessee hires and takes as tenant of lessor, apartment no. _____ of the building _____ [known as _____], situated at _____ [address], _____ [city], _____ [state], to be used and occupied by lessee as a residence and for no other use or purpose whatever, for a term of _____ years beginning on _____ [date], and ending on _____ [date], at a rental of \$_____ per month, payable monthly, in advance, during the entire term of this lease, to lessor at _____ [address], _____ [city], _____ [state], or to any other person or agent and at any other time or place that lessor may designate.

It is further mutually agreed between the parties as follows:

SECTION ONE

SECURITY DEPOSIT

On the execution of this lease, lessee deposits with lessor \$_____, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease agreement, to be returned to lessee, without interest, on the full and faithful performance by lessee of the provisions of this lease agreement.

SECTION TWO

NUMBER OF OCCUPANTS

Lessee agrees that the leased apartment shall be occupied by no more than _____ [number] persons, consisting of _____ [number] adults and _____ [number] children under the age of _____ years without the prior, express, and written consent of lessor.

SECTION THREE

ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of lessor, lessee shall not assign this lease, or sublet the premises or any part of the premises. A consent by lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

SECTION FOUR

SHOWING APARTMENT FOR RENTAL

Lessee grants permission to lessor to show the apartment to new rental applicants at reasonable hours of the day, within _____ days of the expiration of the term of this lease.

SECTION FIVE

ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS

Lessor shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the apartment or the apartment building, or to clean the apartment.

SECTION SIX

UTILITIES

Electricity, gas, telephone service, and other utilities are not furnished as a part of this lease unless otherwise indicated in this lease agreement. These expenses are the responsibility of and shall be obtained at the expense of lessee. Charges for _____ *[water and garbage service or as the case may be]* furnished to the apartment are included as a part of this lease and shall be borne by lessor.

SECTION SEVEN

REPAIRS, REDECORATION, OR ALTERATIONS

Lessor shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by lessee shall be charged to lessee as additional rent. It is agreed that lessee will not make or permit to be made any alterations, additions, improvements, or changes in the leased apartment without in each case first obtaining the written consent of lessor. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the leased apartment by lessee, with the exception of fixtures removable without damage to the

apartment and movable personal property, shall, unless otherwise provided by written agreement between lessor and lessee, be the property of lessor and remain in the leased apartment at the expiration or earlier termination of this lease.

SECTION EIGHT

ANIMALS

Lessee shall keep no domestic or other animals in or about the apartment or on the apartment house premises without the prior, express, and written consent of lessor.

SECTION NINE

WASTE, NUISANCE, OR UNLAWFUL USE

Lessee agrees that _____ *[he or she]* will not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner.

SECTION TEN

WAIVERS

A waiver by lessor of a breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

SECTION ELEVEN

LESSEE'S HOLDING OVER

The parties agree that any holding over by lessee under this lease, without lessor's written consent, shall be a tenancy at will which may be terminated by lessor on _____ days' notice in writing.

SECTION TWELVE

PARKING SPACE

Lessee is granted a license to use parking space No. _____ in the apartment building for the purpose of parking one motor vehicle during the term of this lease.

SECTION THIRTEEN

OPTION TO RENEW

Lessee is granted the option of renewing this lease for an additional term of _____ *[number]* _____ *[months or years]* on the same terms and conditions as contained in this lease agreement and at the _____ *[monthly or annual]* rent of

\$ _____. If lessee elects to exercise this option, _____ *[he or she]* must give at least _____ days' written notice to lessor prior to the termination of this lease.

SECTION FOURTEEN

REDELIVERY OF PREMISES

At the end of the term of this lease, lessee shall quit and deliver up the premises to lessor in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted.

SECTION FIFTEEN

DEFAULT

If lessee defaults in the payment of rent or any part of the rent at the times specified above, or if lessee defaults in the performance of or compliance with any other term or condition of this lease agreement _____ *[or of the regulations attached to and made a part of this lease agreement, which regulations shall be subject to occasional amendment or addition by lessor]*, the lease, at the option of lessor, shall terminate and be forfeited, and lessor may reenter the premises and retake possession and recover damages, including costs and attorney fees. Lessee shall be given _____ *[written]* notice of any default or breach. Termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, lessee has corrected the default or breach or has taken action reasonably likely to effect correction within a reasonable time.

SECTION SIXTEEN

DESTRUCTION OF PREMISES AND EMINENT DOMAIN

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of lessee, or if the leased premises are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this lease agreement. The rental shall then be accounted for between lessor and lessee up to the time of such injury or destruction or taking of the premises, lessee paying up to such date and lessor refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of lessee, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to lessor.

SECTION SEVENTEEN

DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION

In the event possession cannot be delivered to lessee on commencement of the lease term, through no fault of lessor or lessor's agents, there shall be no liability on lessor or lessor's agents, but the rental provided in this lease agreement shall abate until possession is given. Lessor or lessor's agents shall have _____ days in which to give possession, and if possession is tendered within that time, lessee agrees to accept the leased premises and pay the rental provided in this lease agreement. In the event possession cannot be delivered within that time, through no fault of lessor or lessor's agents, then this lease and all rights under this lease agreement shall be at an end.

SECTION EIGHTEEN

BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease agreement, and all covenants are to be construed as conditions of this lease.

SECTION NINETEEN

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of _____ [state].

SECTION TWENTY

ATTORNEY FEES

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION TWENTY-ONE

TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this lease agreement.

SECTION TWENTY-TWO

PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness, each party to this lease agreement has caused it to be executed at _____*[place of execution]* on the date indicated below.

[Signatures and date(s) of signing]

[Acknowledgments]