

PART 3: APARTMENT LEASE AGREEMENT

Apartment Lease Agreement

This Apartment Lease Agreement (the "Lease Agreement") is entered into between _____ (referred to throughout this Lease Agreement as the "Tenant") and _____ (the "Landlord") as of the later date executed between the Tenant and the Landlord on the signature page hereto. The Landlord desires to lease the Premises and Furnishings (as defined below in Section 1) to the Tenant, and the Tenant desires to acquire for lease the Premises and Furnishings (as defined below in Section 1).

THEREFORE, for value received by each of the parties hereto, the receipt and sufficiency of which are hereby respectively acknowledged, and in consideration of the mutual agreements of the parties, it is hereby agreed:

Section 1. Subject to the terms and conditions in this Lease Agreement, the Landlord rents to the Tenant, and the Tenant rents from the Landlord, for residential purposes only, the premises located at _____ (the "Premises"), together with all the fixtures, appliances, furniture, furnishings and personal property upon or in the Premises set forth or otherwise referred to on Schedule A attached hereto and hereby incorporated into this Lease Agreement (such fixtures, appliances, furniture, furnishings and personal property, collectively the "Furnishings").

Section 2. The term of the rental will begin on _____ and end on _____. If the Tenant vacates before the term ends, the Tenant will be liable for the balance of the rent for the remainder of the term.

Section 3. The Tenant will pay a total monthly rent of \$_____. Rent will be payable on the first day of each month directly to the Landlord. Rent must be paid by check or wire transfer direct from a bank account. Rent paid via check shall be mailed to the Landlord at the below address. For rent that is mailed to the Landlord, the postmark date of the letter is the date of payment.

Mailing Address:

Wire Transfer:

Bank Name: _____

Routing #: _____

Account #: _____

A late charge of \$_____ will be incurred if rent is not paid when due. If rent is not paid when due and the Landlord issues a 'Notice To Pay Rent Or Quit' after seven _____ days past rent is due, the Tenant must tender cash or cashier's check only. If the Tenant tenders a check, which is dishonored by a banking institution, then the Tenant shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from the Landlord. In addition, the Tenant shall be liable in the sum of \$_____ for each check that is returned to the Landlord because the check has been dishonored.

Section 4. On signing this Lease Agreement, the Tenant will pay to the Landlord the sum of \$_____ as a security deposit for the performance by the Tenant of the terms of this Lease Agreement. The Tenant may not apply the security deposit to the last month's rent or to any other sum due under the Lease Agreement. Within 15 days after Tenant has vacated the Premises, returned the Furnishings and keys, and provided the Landlord with a forwarding address, the Landlord will return to Tenants the \$_____ deposit that Tenant delivered to Landlord. In the event of damage other than ordinary wear and tear to the Premises, the Furnishings, or the buildings and its furnishings of which the Premises are a part of the Landlord shall not be limited to this security deposit fund and the Tenants remain liable.

Section 5. The Tenant shall pay for all utilities and/or services supplied to the premises with the following exception: _____.

Section 6. The Premises and Furnishings are to be used only as a private residence for the Tenant listed in the preamble of this Lease Agreement.

Section 7. The Tenant will not sublet any part of the Premises, Furnishings or assign this Lease Agreement without the prior written consent of the Landlord.

Section 8: The Tenant is assigned _____ parking space. Parking space is designated as space # _____. The Tenant may only park a vehicle that is registered in the Tenants' name. The Tenant may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the Tenant. No other type of vehicle or item may be stored in this space without prior written consent of the Landlord. The Tenant may not wash, repair, or paint in this space or at any other common area on the premises. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

Section 9. The Tenant will

1. keep the Premises and Furnishings clean, sanitary, and in good condition and, upon termination of the tenancy, return the Premises and Furnishings to the Landlord in a condition identical to that which existed when the Tenant took occupancy, except for ordinary wear and tear

2. immediately notify the manager of the buildings of which the Premises is a part of in person, by office telephone at _____, or by emailing _____, and thereafter the Landlord by cellular telephone at _____, of any emergencies, dangerous conditions or defects in and about the Premises or Furnishings of which either Tenant becomes aware
3. reimburse the Landlord, on demand by the Landlord, for the cost of any repairs to the Premises, Furnishings, or the buildings and its furnishings of which the Premises is a part of, damaged by the Tenant or Tenant's visitors through misuse or neglect.

Section 10. The Tenant will not, without the Landlord's prior written consent, alter, rekey, or install any locks to the Premises.

Section 11. Both the Landlord and the Tenant are entitled to know each other's cellular telephone number and home telephone number, if any, at all times. Each of the Landlord and the Tenant agree to notify each other within 5 days of any change in their respective telephone numbers.

Section 12. The Tenant is entitled to quiet enjoyment of the Premises and Furnishings. The Tenant and her visitors will not use the Premises or Furnishings or any other indoor or outdoor areas of the building property in such a way to: (1) violate any law or ordinance; (2) damage property; or (3) create a nuisance by interfering with the quiet enjoyment of any other resident of the building property.

Section 13. No animal or pet will be kept on the Premises even temporarily.

Section 14. The staff or the building manager may enter the Premises at any time in the event of an emergency. With two days prior notice, the Landlord or Landlord's agents may enter the Premises at reasonable times and manners to make repairs or improvements, or to show the Premises to prospective buyers or tenants. The Landlord may also enter the Premises to conduct a semi-annual inspection to check for safety or maintenance problems.

Section 15. The Tenant agrees to abide by the rules and regulations set forth by the _____.

Section 16. The Tenant acknowledges that the premises has been inspected. Tenant acknowledge that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. The Tenant promise to keep the premises in a neat and sanitary condition and to immediately reimburse the Landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to Tenants', or Tenants' invitee, misuse or negligence.

Section 17. The Tenant shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without

first obtaining written permission from the Landlord. The Tenant shall not change or install locks, paint, or wallpaper said premises without Landlords' prior written consent, the Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

Section 18. The Tenant may maintain a personal property insurance policy to cover any losses sustained to the Tenants' personal property and/or vehicle. It is acknowledged that the Landlord does not maintain insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that the Landlord is not liable for these occurrences. It is acknowledged that the Tenants' insurance policy shall solely indemnify the Tenant for any losses sustained. Tenants' failure to maintain said policy shall be a complete waiver of the Tenants' right to seek damages against the Landlord for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold the Landlord to a higher degree of care.

Section 19. The Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by the Landlord of such condition or right. The Landlord's acceptance of rent with knowledge of any default under agreement by the Tenants shall not be deemed a waiver of such default, nor shall it limit the Landlord's rights with respect to that or any subsequent right.

Section 20. In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

Section 21. If any portion of this Lease Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Lease Agreement.

Section 22. The failure of Tenant or Tenant's visitors to comply with any term of this Lease Agreement to the detriment of the Landlord, or the misrepresentation of any material fact on Tenants' Rental Application, is grounds for termination of the tenancy, with appropriate notice to the Tenants and procedures as required by law, including that the Landlord can cancel the remainder of the Lease Agreement and the Tenants will be liable for the balance of the rent for the remainder of the term.

Section 23. This document constitutes the entire Lease Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by the Landlord or the Tenants. Any modification to this Lease Agreement must be in

writing signed by the Landlord and the Tenants.

_____, _____

Date _____, as Landlord Cellular phone number

_____, _____

Date _____, as Tenant Cellular phone number

