

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between _____, hereinafter referred to as "Landlord" and _____, hereinafter referred to as "Tenant".

1. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at _____ for the period commencing on the _____ day of _____, 19 ____, and thereafter until the _____ day of _____, 19 ____, at which time this Lease Agreement shall terminate.
2. Tenant shall pay as rent the sum of \$ _____ per month, due and payable monthly, in advance, no later than 5:00 p.m. on the first day of every month. Tenant further agrees to pay a late charge of \$3.00 for each day rent is not received by the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$20.00 will be paid to Landlord for all dishonored checks.
3. As an incentive to Tenant to make rent payments on time, and for being responsible for all minor maintenance of the premises, a discount in the amount of \$ _____ may be deducted from the above rental amount each month. Said discount will be forfeited if Tenant fails to perform as stated above.
4. Tenant agrees to use said dwelling as living quarters only for _____ adults and _____ children, namely: _____ and to pay \$50.00 each month for each other person who shall occupy the premises in any capacity.
5. Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of \$75.00 upon vacating the premises.
6. As additional rent, Tenant agrees to pay a non-refundable pet fee of \$10.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "B", and incorporated herein by reference. PET NAMES AND DESCRIPTION:
7. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that

covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.

8. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
9. All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
10. Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the security deposit upon termination of this Agreement.
11. No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant shall purchase renter's insurance on all personal property if such coverage is desired.
12. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
13. Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant.
14. Tenant agrees to pay a Security Deposit of \$ _____ to secure Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense with funds other than Security Deposit.
15. Release of security deposit is subject to provisions of law and the following:
 - A. The full term of the Agreement has been completed.
 - B. No damage to the premises, buildings, grounds is evident.

C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted, all debris and rubbish have been removed from the property, carpets are vacuumed and shampooed and left clean and odorless.

D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.

E. All keys have been returned.

F. A forwarding address for Tenant has been left with Landlord. Within thirty (30) days after termination of occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or Landlord will impose a claim on the deposit and so notify the Tenant.

16. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law.
17. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.
18. Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check.
19. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord.
20. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$10.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, all court costs and attorney's fees and all costs of collection. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.
21. Tenant hereby waives any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of an affirmative defense based upon payment of all amounts claimed by Landlord not to have been paid by Tenant. Any other matters may only be advanced by a separate suit instituted by Tenant.
22. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to

Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motorhome, recreational vehicle or trailer of any type on the premises.

23. Tenant's obligations are as follows:

- a. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- b. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- c. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- d. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- e. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
- f. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours on request, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated, pest control, maintenance estimates, serving legal notices, or emergencies.
- g. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property.

Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

24. No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.
25. Tenant agrees to install and maintain a telephone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its installation.

26. In the event repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Landlord. Tenant is offered the discount as an incentive to make his own decisions on repairs to the property and to allow Landlord to rent the property without the need to employ professional management. Therefore, as much as possible, Tenant should refrain from contacting the Landlord or his agent except for emergencies, or for expensive repairs. Such involvement by the Landlord or his agent will result in the loss of the discount and/or deductible.
27. Tenant warrants that any work or repairs performed by him will be undertaken only if he is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.
28. Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking.
29. Appliances or furniture in the unit at date of lease per the attached Exhibit "A", are loaned, not leased to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair.
30. Tenant is responsible for all glass, screen, and storm door repairs.
31. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.
32. Regardless of assignment of responsibility, Tenant agrees to be responsible for the first \$50.00 of any repair or maintenance required on the major systems of the property for the term of the lease. This deductible applies per occurrence.
33. Tenant accepts entirely the responsibility for recharging air conditioner compressor and the cleaning of furnace or replacement of furnace filters.
34. All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages, at Landlord's option, following termination.
35. From time to time, owner may be represented by an agent who will carry identification.
36. In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.
37. Notice on Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon and radon testing may be

obtained from your county public health unit.

38. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

ACCEPTED THIS _____ DAY OF _____, 19 _____, at

(City and State)

Tenant 1

Tenant 3

Tenant 2

Landlord or Agent

Special Provisions:

EXHIBIT "A"

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's rental agreement or lease on the following basis: Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his expense.

APPLIANCES AND/OR FURNITURE

Item	Furniture Description	Appliance Number or Condition	Location
1.	.		
2.	.		
3.	.		
4.	.		
5.	.		
6.	.		
7.	.		
8.	.		

Tenant
Dated:

EXHIBIT "B"

PET AGREEMENT

Dated: _____ (Addendum to Lease Agreement)

This agreement is attached to and forms a part of the Lease Agreement dated _____ between _____, Landlord, and _____, Tenant(s). Tenants desire to keep a pet named _____ and described as _____ in the dwelling they occupy under the rental agreement or lease referred to above, and because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenants agree to the following terms and conditions in exchange for this permission:

1. Tenants agree to keep their pet under control at all times.
2. Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3. Tenants agree not to leave their pet unattended for any unreasonable periods.
4. Tenants agree to dispose of their pet's droppings properly and quickly.
5. Tenants agree not to leave food or water for their pet or any other animal outside their dwelling.
6. Tenants agree to keep pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or his agent.
7. Tenants agree to get rid of their pet's offspring within eight weeks of birth.
8. Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will add \$ _____ to their security/cleaning deposit, any of which may be used for cleaning, repairs, delinquent rent when Tenants vacate.
9. Tenants agree that Landlord reserves the right to revoke permission to keep the pet should Tenants break this agreement.
10. Tenant agrees to pay an additional \$ _____ in rent per month per pet.

TENANT

TENANT