

## Lease of Unfurnished House with Inventory Checklist

Agreement made on the \_\_\_\_\_ (*date*), between  
\_\_\_\_\_ (*Name of Lessor*) of \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), referred to herein as *Lessor*, and  
\_\_\_\_\_ (*Name of Lessee*) of \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), referred to herein as *Lessee*.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

### 1. Lease of Premises

*Lessor* hereby leases to *Lessee* the house and lot situated at \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), hereinafter referred to as the *Demised Premises* or *Premises*, and more particularly described as follows:

(*Insert Legal Description*)

Together with all appurtenances, for a term of \_\_\_\_\_ (*number*) months, to commence on \_\_\_\_\_ (*date*), and to end on \_\_\_\_\_ (*date*), at \_\_\_\_\_ (*time of day*).

### 2. Amount of Rent

*Lessee* agrees to pay, without demand, to *Lessor* as rent for the *Demised Premises* \_\_\_\_\_ (*dollar amount*) per month in advance on the \_\_\_\_\_ day of each calendar month beginning on \_\_\_\_\_ (*date*). Said payments are to be made at \_\_\_\_\_ (*street address, city, county, state, zip code*), or at such other place as *Lessor* may designate to *Lessee* in writing.

### 3. Security Deposit

On execution of this Lease, *Lessee* deposited with *Lessor* the sum of \_\_\_\_\_ (*dollar amount*), receipt of which is acknowledged by *Lessor*, as security for the faithful performance by *Lessee* of the terms of this Agreement, to be returned to *Lessee*, without interest, on the full and faithful performance by *Lessee* of the provisions of this Agreement.

### 4. Quiet Enjoyment

Lessor covenants that on paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the *Demised Premises* for the agreed term.

**5. Use of Premises**

The *Demised Premises* shall be used and occupied by Lessee exclusively as a private single-family residence. Neither the *Premises* nor any part of the *Premises* shall be used at any time during the term of this *Lease* by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the *Demised Premises*, and the sidewalks connected to the *Demised Premises*, during the term of this *Lease*.

**6. Number of Occupants**

Lessee agrees that the *Demised Premises* shall be occupied by no more than \_\_\_\_\_ (**number**) persons, consisting of \_\_\_\_\_ (**number**) adults and \_\_\_\_\_ (**number**) children under the age of \_\_\_\_\_ (**number**) years, without the prior, express, and written consent of Lessor.

**7. Condition of Premises**

Lessee stipulates that he/she has examined the *Demised Premises*, including the grounds and all buildings and improvements, and, at the time of this *Lease*, said *Demised Premises*, are in good order, good repair, safe, clean, and tenantable condition.

**8. Assignment and Subletting**

Without the prior, express, and written consent of Lessor, Lessee shall not assign this *Lease*, or sublet or grant any concession or license to use the *Demised Premises* or any part of the *Premises*. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this *Lease*.

**9. Alterations and Improvements**

Lessee shall make no alterations to the buildings on the *Demised Premises* or construct any building or make other improvements on the *Demised Premises* without the prior, express, and written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the *Demised Premises* by Lessee, with the exception of fixtures removable without damage to the *Demised Premises* and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the *Demised Premises* at the expiration or earlier termination of this *Lease*.

**10. Damage to Premises**

If the *Demised Premises*, or any part of the *Demised Premises*, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of

*Lessee's* employee, family, agent, or visitor, the *Demised Premises* shall be promptly repaired by *Lessor* and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the *Demised Premises* may have been untenable. However, if the *Premises* should be damaged other than by *Lessee's* negligence or willful act or that of *Lessee's* employee, family, agent, or visitor to the extent that *Lessor* shall decide not to rebuild or repair, the term of this *Lease* shall end and the rent shall be prorated up to the time of the damage.

**11. Dangerous Materials**

*Lessee* shall not keep or have on the *Demised Premises* any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the *Premises* or that might be considered hazardous by any responsible insurance company.

**12. Utilities**

*Lessee* shall be responsible for arranging and paying for all utility services required on the *Premises*, except that water and garbage service shall be provided by *Lessor*.

**13. Maintenance and Repair**

*Lessee*, after inspecting the *Premises*, has completed the attached **Schedule A** Inventory Checklist, incorporated into this *Lease* by this reference, and found the *Premises* to be in good order and repair. *Lessee* agrees to maintain the *Premises* in as good condition as *Lessee* finds the *Premises*, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the *Premises* in the same condition as when *Lessee* entered; and to keep the lawn mowed, clean and free of debris and refuse, and in a presentable condition at all times. *Lessee* shall keep the fixtures in the house or on or about the *Demised Premises* in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. *Lessee* shall, at *Lessee's* sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items shall have resulted from *Lessee's* misuse, waste, or neglect or that of *Lessee's* employee, family, agent, or visitor. Major maintenance and repair of the *Demised Premises* (*i.e.*, with an estimated cost of \$\_\_\_\_\_ or more) not due to *Lessee's* misuse, waste, or neglect or that of *Lessee's* employee, family, agent, or visitor, shall be the responsibility of *Lessor*.

**14. General Liability and Indemnification**

*Lessee* assumes all risks and responsibilities for accidents, injuries, and death to persons or property occurring in, on, or about the *Premises*. *Lessee* agrees to indemnify and hold harmless *Lessor* and *Lessor's* agents, successors, and assigns from any and all claims, liabilities, losses, costs, and expenses, including attorney's fees, arising from, or in connection with, the condition, use, or control of the *Premises*, including the improvements on the *Premises*, no matter how caused, and for any act done by *Lessee*, or any agent, invitee, or licensee of *Lessee*, or any other party, except in the case of *Lessor's* failure to perform, or negligent performance of, a duty imposed by law.

**15. Animals**

*Lessee* shall keep no domestic or other animals on or about the *Demised Premises* without the prior, express, and written consent of *Lessor*.

**16. Right of Inspection**

*Lessor* and *Lessor's* agents shall have the right at all reasonable times during the term of this *Lease* and any renewal of this *Lease* to enter the *Demised Premises* for the purpose of inspecting the *Demised Premises* and all building and improvements on the *Demised Premises*.

**17. Display of Signs**

During the last \_\_\_\_\_ (**number**) days of this *Lease*, *Lessor* or *Lessor's* agent shall have the privilege of displaying the usual *For Sale* or *For Rent* or *Vacancy* signs on the *Demised Premises* and of showing the property to prospective purchasers or tenants.

**18. Subordination of Lease**

This *Lease* and *Lessee's* leasehold interest under this *Lease* are and shall be subject, subordinate, and inferior to any liens or encumbrances now or later placed on the *Demised Premises* by *Lessor*, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**19. Holdover by Lessee**

Should *Lessee* remain in possession of the *Demised Premises* with the consent of *Lessor* after the natural expiration of this *Lease*, a new tenancy from month-to-month shall be created between *Lessor* and *Lessee* which shall be subject to all the terms and conditions of this Lease Agreement but shall be terminable on \_\_\_\_\_ (**number**) days' written notice served by either *Lessor* or *Lessee* on the other party.

**20. Surrender of Premises**

At the expiration of the lease term, *Lessee* shall quit and surrender the *Demised Premises* in as good a state and condition as they were at the commencement of this *Lease*, reasonable use, and wear and damages by the elements excepted.

**21. Default**

If any default is made in the payment of rent, or any part of the rent, at the times specified in this *Lease*, or if any default is made in the performance of or compliance with any other term or condition of this *Lease*, the *Lease*, at the option of *Lessor*, shall terminate and be forfeited, and *Lessor* may re-enter the premises and remove all persons from the *Demised Premises*. *Lessee* shall be given written notice of any default or breach. Termination and forfeiture of the *Lease* shall not result if, within \_\_\_\_\_ (**number**) days of receipt of the notice, *Lessee* has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

**22. Termination of Lease**

After vacating the *Premises*, *Lessee* shall pay for all utility services due and have them discontinued, will see that the *Premises* are swept out and adequately cleaned, remove all trash or other refuse from the *Premises*, lock all doors and windows, and return any keys to *Lessor*.

**23. Abandonment**

If at any time during the term of this *Lease*, *Lessee* abandons the *Premises*, *Lessor* may, at his option, enter the *Premises* by any means without being liable for any prosecution for such entering, and without becoming liable to *Lessee* for damages or for any payment of any kind whatever, and may, at *Lessor's* discretion, as agent for *Lessee*, relet the *Demised Premises*, or any part of the *Demised Premises*, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at *Lessor's* option, hold *Lessee* liable for any difference between the rent that would have been payable under this *Lease* during the balance of the unexpired term, if this *Lease* had continued in force, and the net rent for such period realized by *Lessor* by means of the reletting. If *Lessor's* right of reentry is exercised following abandonment of the *Premises* by *Lessee*, then *Lessor* may consider any personal property belonging to *Lessee* and left on the *Premises* to also have been abandoned, in which case *Lessor* may dispose of all such personal property in any manner *Lessor* shall deem proper and is relieved of all liability for doing so.

**24. No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**23. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_.

**24. Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**25. Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**26. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**27. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**28. Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**29. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS our signatures as of the day and date first above stated.

\_\_\_\_\_  
**Lessor**

\_\_\_\_\_  
**Lessee**

**SCHEDULE A  
INVENTORY CHECKLIST  
CONDITION OF DEMISED PREMISES**

**NOTICE TO LESSEE:**

You should complete this checklist, noting the condition of the Demised Premises, and return it to the *Lessor* when *Lessor* delivers possession of the *Premises*.

	<b>Beginning Condition</b>	<b>Ending Condition</b>
<b><i>Living Room</i></b>		
Doors (including locks)	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____

Plugs and switches \_\_\_\_\_

***Dining Room***

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

***Entry***

Door \_\_\_\_\_

Ceiling \_\_\_\_\_

Walls \_\_\_\_\_

Carpet/floor \_\_\_\_\_

***Hallway***

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Switches and plugs \_\_\_\_\_

***Hall Closet***

Door \_\_\_\_\_

Ceiling \_\_\_\_\_

Shelves \_\_\_\_\_

Carpet/floor \_\_\_\_\_

***Kitchen***

Vinyl \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Stove/oven \_\_\_\_\_

Refrigerator \_\_\_\_\_

Disposal \_\_\_\_\_

Sink \_\_\_\_\_

Cabinets \_\_\_\_\_

Countertop \_\_\_\_\_

**Bedroom #1**

Door \_\_\_\_\_

Windows \_\_\_\_\_

Screens \_\_\_\_\_

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

**Bedroom #2**

Door \_\_\_\_\_

Windows \_\_\_\_\_

Screens \_\_\_\_\_

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

**Bedroom #3**

Door \_\_\_\_\_

Windows \_\_\_\_\_

Screens \_\_\_\_\_

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

**Bathroom #1**

Door \_\_\_\_\_

Walls \_\_\_\_\_



Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____
<b>Bathroom #2</b>		
Door	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____
<b>Basement</b>		
Door	_____	_____
Furnace	_____	_____
General area	_____	_____
<b>Stairway</b>		
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the *Demised Premises* located at \_\_\_\_\_  
 \_\_\_\_\_ (*street address, city, county, state, zip code*).

**Beginning Condition Inventory Checklist** was made on \_\_\_\_\_  
\_\_\_\_\_ *(date)*.

\_\_\_\_\_  
**Lessor**

\_\_\_\_\_  
**Lessee**

**Ending Condition Inventory Checklist** was made on \_\_\_\_\_  
\_\_\_\_\_ *(date)*.

\_\_\_\_\_  
**Lessor**

\_\_\_\_\_  
**Lessee**