

## REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated \_\_\_\_\_, by and between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a \_\_\_\_\_ having \_\_\_\_\_ bedrooms, \_\_\_\_\_ bathrooms and \_\_\_\_\_ car garage (the "Premises") located at \_\_\_\_\_.

**TERM.** The lease term will begin on \_\_\_\_\_ and will terminate on \_\_\_\_\_.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \_\_\_\_\_, payable in advance on the first day of each month, for a total lease payment of \_\_\_\_\_. Lease payments shall be made to Landlord at \_\_\_\_\_.

Payments may be mailed to this address or delivered during normal business hours (Monday - Friday, 9am-5pm). Payments must be at this address no later than the third day of each month. This address may be changed from time to time by Landlord.

**SECURITY DEPOSIT.** Tenant has paid to Landlord 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. Some or all of the deposit may be retained by the Landlord if the property is not left in an undamaged, clean, leasable condition. Only the amount necessary to correct any of these conditions will be held.

**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 its 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.

**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 not later than the first day of the extended absence.

**OCCUPANTS.** No more than \_\_\_\_\_ ( ) adults and \_\_\_\_\_ ( ) children may reside on the Premises unless the prior written consent of the Landlord is obtained.

**PETS.** No pets (except fish) shall be allowed without the prior written consent of Landlord.

**FURNISHINGS.** The following furnishings will be provided by Landlord:

\_\_\_\_\_

Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

**ADDITIONAL ITEMS.** In addition to furnishings, the following items are provided by the Landlord for Tenant's convenience: \_\_\_\_\_  
\_\_\_\_\_

**KEYS.** Landlord has provided to Tenant \_\_\_\_\_ entry door keys and \_\_\_\_\_ mailbox keys. The mailbox is located on \_\_\_\_\_  
\_\_\_\_\_. Upon termination of this lease, Tenant shall return keys to the Landlord.

**STORAGE.** Tenant shall be entitled to store items of personal property in garage or home during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: light bulbs, smoke detectors batteries, and notify Landlord upon any problems with appliances, etc.

**EMERGENCY.** In the event of an emergency, please contact  
\_\_\_\_\_  
\_\_\_\_\_

**UTILITIES AND SERVICES.** Tenant shall be responsible for water, electric, gas, cable and telephone services. Landlord shall be responsible for homeowners' association fees (which include trash, front lawn maintenance, snow removal).

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**HABITABILITY.** Tenant has inspected the Premises and fixtures, and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their

intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound.

**LATE PAYMENTS.** For each payment that is not paid within 3 days after its due date, Tenant shall pay a late fee of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per day, beginning with the fourth day after the due date.

**NOTICE TO QUIT AND HOLDOVER.** Tenant agrees, at least thirty (30) days prior to the expiration of the term hereof, to give written notice to the Landlord of intention to vacate the Premises at the end of the term of the lease, and if such notice is not timely given, the Tenant agrees to pay the Landlord, the rent due for the following month. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease, with all other provisions of this rental agreement, including the provision requiring at least a thirty (30) day notice of Tenant's intent to vacate shall remain in full force and effect.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$ \_\_\_\_\_ for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord will enter the Premises to conduct the following services: care and maintenance inspections once every six months. Landlord will provide notification to Tenant regarding the schedule and purpose of these entries.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**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.

**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.

Landlord has provided Tenant with a copy of the Rules and Regulations, By-Laws and Declaration of Covenants regarding the \_\_\_\_\_ Homeowners Association. Tenant agrees to abide by the provisions of these documents.

**MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The following are authorized to act on all matters, to include collect rents, perform maintenance and serve notice.

**LANDLORD:**

Landlord Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**LANDLORD:**

Landlord Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

The following is authorized to occupy the residence under the provision of this lease agreement.

**TENANT:** \_\_\_\_\_ **TENANT:** \_\_\_\_\_

Tenant Name	_____	Tenant Name	_____
Street Address	_____	Street Address	_____
City, State, Zip	_____	City, State, Zip	_____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of \_\_\_\_\_.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

\_\_\_\_\_  
Landlord Name Date

**LANDLORD:**

\_\_\_\_\_  
Landlord Name Date

**TENANT:**

\_\_\_\_\_  
Tenant Name Date

**TENANT:**

\_\_\_\_\_  
Tenant Name Date