

REAL ESTATE LEASE

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

PREMISES. * In addition to a local attorney, there are several sources of information that may be available to provide you with additional information about the landlord/tenant laws of your state and city. Many cities have housing authorities or other governmental divisions that provide useful information. Also, some civil rights groups have information available related to housing needs and laws. Also, consider low-income housing groups and legal services organizations. Often, these groups have a broad range of experience with landlord/tenant issues and can provide both advice and information at minimal or no cost.

Reasons to Update

- * Current lease is expiring and property will be re-leased.
- * Change in circumstances of either Landlord or Tenant which requires changes in lease, mutually agreed upon by both parties.

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant _____ (the "Premises") located at _____, _____, _____.

LEGAL DESCRIPTION. The legal description for the premises is:

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 _____, _____, _____, _____ which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, 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.

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 ___ person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

PETS. No pets shall be allowed on the Premises.

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.

PARKING. Tenant shall be entitled to use ___ parking space(s) for the parking of motor vehicle(s).

STORAGE. Tenant shall be entitled to store items of personal property in _____ 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.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of _____ per renewal term, unless either party gives written notice of termination no later than _____ days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be ___ per _____ •

KEYS. Tenant will be given ___ key(s) to the Premises and ___ mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged _____.

LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged _____ to regain entry.

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.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

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.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon _____ days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than _____, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is _____ or more, or if _____ Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), 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. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ___ days (or any other obligation within ___ days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within ___ days after its due date, Tenant shall pay a late fee of _____.

HOLDOVER. 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 normal payment rate set forth in the Renewal Terms paragraph.

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.

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. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

_____, _____

TENANT:

_____, _____

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:

TENANT:

**RESIDENTIAL LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

Date

Tenant:

Acknowledged by Landlord:

**RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

- (ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) ___ Tenant has received copies of all information listed above.
- (d) ___ Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Date _____

Final Checklist for Residential Real Estate Lease
Property Address: _____

_____, _____

Make It Legal

___ The Residential Real Estate Lease should be signed by
_____.

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_____.

___ Some states require that if a lease exceeds a specified number of years, it must be recorded in the public records, which, in turn, usually requires that the document be notarized. If the original term of the Lease will extend beyond one year, you should investigate the specified requirements of your state with respect to notarizing and/or recording the Lease.

___ The Landlord and Tenant (and any Agent) must sign the Disclosure of Lead-Based Paint (for pre-1978 Properties).

___ The Inspection Checklist should be signed by the Landlord and Tenant after conducting the inspection.

Copies

Give a signed copy of the Lease and the Inspection Checklist to:

_____ The Landlord is required to give the Tenant a copy of the Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."

Other Information

* The Landlord is required by federal law to keep the signed copy of the Disclosure of Lead-Based Paint for a minimum of three years as proof of compliance with the rules.

* In addition to a local attorney, there are several sources of information that may be available to provide you with additional information about the landlord/tenant laws of your state and city. Many cities have housing authorities or other governmental divisions that provide useful information. Also, some civil rights groups have information available related to housing needs and laws. Also, consider low-income housing groups and legal services organizations. Often, these groups have a broad range of experience with landlord/tenant issues and can provide both advice and information at minimal or no cost.

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