

Residential Lease Agreement

1. Lease Agreement Elements

Today's Date (_____)
 Management (_____)
 Tenant(s) (_____)
 Unit Address (_____)

2. Lease Term

Lease is for a term of (_____) months.
 Date Lease begins (_____)
 Date Lease expires (_____)

At the end of said Lease Agreements term, if Management has not received a written notice of intent to vacate, the tenant(s) shall automatically enter into a month-to-month tenancy. Said month-to-month tenancy shall be subject to all conditions of the expired Lease Agreement. During the month-to-month tenancy, Management may terminate the tenancy or modify the terms of the agreement by giving the Tenant (30) days written notice. Tenant may terminate the tenancy by giving Management (30) days written notice.

3. Rent Payment

Monthly rent will be \$(_____), payable on or before 5pm on the first day of each month.
 Monthly rent will be \$(_____), if received after 5pm on the 4th day of each month.
 Monthly rent will be \$(_____), if received after 5pm on the 9th day of each month.

4. Utilities

Tenant(s) agree to pay all utility bills including but not limited to: gas, electric, water, sewer, garbage, oil, cable, landscaping, and telephone. For homes on septic, Tenant(s) agree to pay to have septic tank pumped, by a licensed and bonded contractor, once every three years or one month prior to the Tenant(s) vacating of the premises, whichever is sooner.

5. Legal Obligations

Tenant(s) hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. Tenant(s) also acknowledge that defaulting on this Lease/Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings. Furthermore, Tenant(s) shall be jointly and severally liable for any unpaid rent, damages and/or any other monies owed upon the premises being vacated.

6. Security Deposit

Security Deposit received \$(_____).
 This Security Deposit is to guarantee the return of the Premises to Management in the same or better condition as when accepted by the Tenant(s), reasonable wear excepted, and to satisfy any obligations of the Tenant(s) unfulfilled at the termination of this Lease/Rental Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant(s). If any provision of this Lease/Rental Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Tenant's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Tenant(s) as and for payment of any rent due Management. Should the Tenant(s) be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Tenant(s) hereby agrees to reimburse Management for such loss immediately upon the presentation of a bill for said damage and/or loss. Management shall return the balance of said Security Deposit, if any, to the Tenant(s) at the Tenant's forwarding address, upon vacating, return of keys to Management and termination of this contract according to other terms herein agreed. The deposit will be returned within fourteen (14) days after the Tenant(s) vacate the Premises, along with an itemized statement as to the deductions, if any, from said Security Deposit.



7. Primary Use

The Tenant(s) agree to use the premises only as a residence for themselves and those persons identified below.

Name (_____) Relation (_____)

Name (_____) Relation (_____)

By no means may Tenant(s) allow any additional persons to occupy premise. Tenant(s) agree to assume all responsibility for actions taken by any person entering the property. Management will hold Tenant(s) solely responsible for all damages to property or for any all violations against this Lease/Rental Agreement.

8. Contact Information

Any notices required by this Lease/Rental Agreement shall be in writing and sent to:

Name (_____)

Address (_____)

Phone (_____)

Email (_____)

9. Occupancy and Rules

- a) No smoking is permitted inside the premises.
- b) No adding, changing, or in any way altering locks installed on the interior and exterior doors.
- c) No waterbeds are permitted on the premises.
- d) No unusual odors shall be produced or permitted in or about the premises.
- e) No goods or materials, which increase the risk of fire are to be stored on the premises.
- f) No guest may stay longer than (14) days without written permission of Management.
- g) No animals of any kind shall be permitted inside the premises at any time unless approved by Management in the form of a Pet Addendum.
- h) Tenant(s) must not deliberately or negligently destroy, deface damage, impair, or remove any part of the premises or knowingly permit any person to do so.
- i) Tenant(s) must keep the premises (inside and outside) in a clean and safe condition.
- j) Tenant(s) must follow any homeowner’s association rules and regulations or conditions set by any neighborhood and/or community organization(s).
- k) Tenant(s) shall make no alterations, additions or improvements in or to the premises without Management’s written approval. All alterations, additions or improvements shall become the property of the Management when the premises are vacated.

10. Repair Policy

The Tenant(s) shall use customary diligence in care of the premises. The Tenant(s) are encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant(s), at the sole responsibility of the Tenant(s). Any and all repairs made at the direction of the Tenant(s) shall be done by a competent professional or by the Tenant(s) providing that the Tenant(s) are capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. *The first \$100.00 of any repair will be the responsibility of the Tenant(s).*

11. Access

Tenant(s) shall allow Management access at all reasonable times to premises for the purpose of inspection, or to show the premises to prospective tenants, purchasers and/or any other persons having a legitimate interest herein, or to make necessary repairs or improvements. Management shall give the Tenant(s) at least one day prior notice for prospective tenants or purchasers and at least two days prior notice of intention to enter the premises for any other reason. Tenant(s) agree that in the case of emergency Management may enter the premises without permission.

12. Management Rights

All rights given to Management by this Lease/Rental Agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Management or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Management, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Lease/Rental Agreement.



13. Insurance

Tenant(s) agree that all personal property in or on the premises shall be at the risk of the Tenant(s). Tenant(s) further agree not to hold the Management liable for any loss or damage sustained by action of any person, fire damage, water damage, theft, and/or acts of God. Management recommends that the Tenant(s) obtain personal property insurance (commonly called "Renters Insurance") to protect from liabilities and/or losses that may incur.

14. Attached Documents

Additional addendum(s)/agreement(s) attached to this Lease/Rental Agreement
(_____)

15. Water Heater

Tenant(s) have witnessed management, designee or service provider test the hot water temperature with a thermometer to ensure a temperature of 120 degrees or less.

Initials (_____)
Initials (_____)

16. Smoke Detectors

Tenant(s) have inspected the smoke detectors and found them to be in good working order. Tenant(s) understand how the smoke detectors are powered (battery or electric current) and will not remove the batteries or compromise the power source. Tenant(s) understand how to test the smoke detectors and agree to test them at regular intervals. It is the Tenants responsibility to maintain the smoke detectors in proper operational condition in accordance with the manufacturer's recommendations, including providing replacement batteries as required.

Initials (_____)
Initials (_____)

17. Agency Disclosure

This section need be completed **ONLY** if Management or designee is a licensed real estate agent.
At the signing of this Agreement, (_____) represented (_____) as the owner/management.
Tenant(s) confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

Initials (_____)
Initials (_____)

18. Additional Information

House keys: (_____)
Mail box keys (_____)
Garage door openers (_____)
General notes (_____)
(_____)
(_____)

Management _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Due to relevant jurisdictions, it is recommended that any legal document be reviewed with professional legal counsel to ensure correct application.

