

Contract Agreement

This document is a Contractual Agreement ("Agreement") between the parties listed.

I. Definitions

- 1 Lease Agreement Date: 07/30/2013
- 2 Tenant 1: First Tenant
- 3 Tenant 1 current or previous address: 123 Fake Street
Springfield, MO, 12345
- 4 Tenant 1 telephone number: 123 456 7890
- 5 Tenant 2: Second Tenant
- 6 Tenant 2 current or previous address: 321 Fake Street
Springfield, NE, 54321
- 7 Tenant 2 telephone number: 098 765 4321
- 8 Tenant: All tenants signing this Agreement are collectively referred to as
"Tenant".
- 9 Occupant 1: First Occupant
- 10 Occupant 1 telephone number: 888 767 3232
- 11 Occupant 2: Second Occupant
- 12 Occupant 2 telephone number: 777 848 6565
- 13 Occupants: Tenant and Additional Occupants named on this lease, as well as
any additional authorized occupants (if any) under clause 30, are
referred to as "Occupants".
- 14 Lessor 1: Herman S. Muller
- 15 Lessor 1 current or previous address: 4544 South Winston
Springfield, ME, 12345
- 16 Lessor 1 telephone number: +1 234 567 8900
- 17 Lessor: All lessors named on this lease are collectively referred to as
"Lessor".
- 18 Property street address ("Property"): 620 Northeast Finster Avenue
Norfolk, Virginia
- 19 Property county: Meyer
- 20 Lease Start Date ("Occupation Date"): 03/01/2013
- 21 Lease End Date: 03/01/2014
- 22 Lease type: Fixed Duration

Initials:

First Tenant _____ Date _____
Second Tenant _____ Date _____
Herman S. Muller _____ Date 05/10/2014

II. Terms of Lease Agreement

- 23 **Primary Tenant:** TEST: B0rKD the first clause! ALSO: Please confirm that the next clause is NOT "Occupation Type"!!!
- 24 **Security Deposit:** To confirm this Agreement, Tenant will make a payment to Lessor in the amount of **\$1,000.00** as a combined Security Deposit and move-in fee within **7** days of the Lease Agreement Date. Of this amount, **\$250.00** is a non-refundable move-in fee, and the remaining portion is a security for performance of Tenant's obligations as described in this Agreement, including but not limited to payment of rent and cleaning of the Property for which Tenant is responsible, and to indemnify Lessor for damage to the Property. If any such damage occurs beyond the refundable portion, then the Tenant will be responsible for the difference. Values of damages will be based on reasonable market value of any incurred repairs, replacement, or services. This deposit will be held in an account at World Trust Federal Bank in Springfield, NA.
- 25 **Rent:** The rent is **\$1,505.00** per month, payable on or before the first of each month commencing on the first month of the lease term. If the Tenant moves in on a date other than the first of the month, then a pro-rated amount for the remaining portion of the first month plus one month's rent will be due upon occupation of the Property.
- 26 **Rent Late Charge/NSF Check:** If any rent is not paid on or before the due date plus a **5** day grace period, Tenant agrees to pay a late charge of **\$25.00** for each day the payment is delinquent after the last day of the grace period, up to a maximum of **10%** of one month's rent.
Tenant agrees to pay a charge of **\$50.00** for each Non-Sufficient Funds (NSF) check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. Lessor may elect to terminate this Agreement for nonpayment of rent, including checks returned NSF. Lessor shall notify Tenant of late rent and NSF check charges, and charges must be paid within **5** days.
- 27 **Utilities:** The rent includes reasonable use of: **Water/Sewer/Garbage**. Tenant shall pay all other utilities owed when due.
- 28 **Inspection Agreements:** Before moving in, the move-in inspection agreement included in this Agreement (section V.) will be filled out by Lessor and Tenant, and initialed on the bottom of each page. Spaces left blank indicate items in good condition and general cleanliness. Each party's initials indicate acknowledgement that the state of the property is as documented, and binds each initialed page to this Agreement by the terms stated here. Within **7** days of occupation of the Property, if any item differs noticeably from its condition as documented in section V., Tenant will notify Lessor and section V. will be modified and re-initialed as appropriate.
Upon vacation or abandonment of Property, Lessor and Tenant will fill out the move-out inspection (section VI.). Spaces left blank indicate items in good condition and general cleanliness. Any items that differ from their move-in state beyond normal wear and tear shall be considered damaged and the value of damages withheld from the Security Deposit (clause 24).
Within **7** days of the Tenant's move-out date, Lessor will give Tenant a statement of the basis of retaining any of the Deposit, and the remaining balance between the Lessor and Tenant will be paid by a method mutually agreed upon between them within **14** days of the move-out date.
- 29 **Possession:** Tenant may take possession of the property starting at **2:00pm** on the Occupation Date. Before taking possession, Tenant must have paid the first Rent payment as defined in clause 25, and the payment transaction must be cleared for withdrawal by the Lessor's bank. In the event Tenant fails to take possession of the Property within **7** days of the Occupation Date, Tenant will forfeit the Security Deposit and this Agreement will become void. If, through no fault of Lessor, Lessor cannot deliver possession of the Property to Tenant on the Occupation Date, Lessor shall not be liable to Tenant for damages. In this case, rent charges will accrue starting on the date possession is taken, unless otherwise agreed upon in writing.

Initials:

First Tenant _____ Date _____

Herman S. Muller _____ Date 05/10/2014

Second Tenant _____ Date _____

- 30 **Authorized Occupants:** The property is being rented as a private residence only for the Tenant and Additional Occupants listed in this Agreement, plus any additional occupant(s) chosen at the discretion of the Tenant up to a maximum of **2** total occupants. The Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any other roomers or lodgers, without the prior written consent of the Lessor. Additional occupants may be approved, but this may also increase the monthly rent amount. All occupants are bound by the same terms as the Tenant.
- 31 **Furniture:** The property is being rented as a **Furnished** residence, and it is the tenant's responsibility to protect the included furniture against abnormal wear and tear. It is the tenant's responsibility to protect the walls and floors from damage when moving furniture.
- 32 **Maintenance:** Upon termination of this agreement, Tenant will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval.
- 33 **Entry/Inspection/Maintenance/Sale:** Lessor may enter the Property to inspect it, make alterations or repairs, or show it to potential renters or buyers at reasonable times and, except in emergencies, will give 24 hours' notice to Tenant before entering.
- 34 **Agents:** Lessor may have others ("Agents") act as their representatives for the purposes of executing portions of this Agreement, including interacting with the Tenant, performing inspections and/or maintenance, and enforcing terms of the Agreement. Lessor will notify the Tenant and identify any such Agent before the Agent visits the Property or otherwise makes contact with the Tenant. Without this notice, other parties should not be considered to have any special privileges.
- 35 **Termination:** This is a fixed-length lease, and the Termination Date is defined by the Lease End Date (definition 21). If not signing another subsequent lease for the same property, Tenant is instructed to move out by **12:00pm (noon)** on the Termination Date at the latest. Upon termination of this Agreement, any remaining financial obligations of Lessor or Tenant as defined by the Agreement remain intact and payable.
- 36 **Attorney's Fees:** If at any time it becomes necessary for Lessor or Tenant to employ an attorney to enforce any terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court.
- 37 **Waiver of Subrogation:** Lessor and Tenant hereby release and waive, for the duration of this Agreement and any extension or renewal thereof, their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of loss, provided that such waiver and resale shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
- 38 **Personal Property:** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. Tenant is specifically advised of the availability of Renters' Insurance, and is encouraged to obtain insurance for such personal property.
- 39 **Smoke Detector:** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110.
The detector(s) will be tested during the Move-In Inspection (section V.), and any non-operational detectors will be repaired or replaced. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. Failure to properly maintain the smoke detector(s) can result in punishment including a fine pursuant to RCW 43.44.110.

Initials:

First Tenant _____ Date _____

Herman S. Muller _____ Date 05/10/2014

Second Tenant _____ Date _____

III. Rules

These rules stipulate how the Property is to be used, and as such they constitute binding terms of this Agreement.

- 40 **Garbage:** Tenant shall furnish garbage can(s) if not supplied by garbage collection company, and place it/them where necessary for collection, or shall deliver garbage to collection bins if Property is part of a multi-unit building and garbage is collected centrally. Any excess garbage fees incurred because of Tenant's garbage will be payable by Tenant, even if these charges are billed after the Move-Out Date.
- 41 **Illegal Use:** Tenant shall not use the Property for any illegal purposes.
- 42 **Repairs:** Tenant shall promptly repair, at Tenant's expense, any damaged glass or screens in doors or windows, as well as any broken light bulbs or other items which by their design require periodic replacement.
- 43 **Drains:** Tenant shall use a hair trap in bathtub during showers to prevent clogging of drain. Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the Occupation Date.
- 44 **Nails/Painting:** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor.
- 45 **Noise/Nuisance:** TV, music, and other sound volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
- 46 **Guests:** Tenant is responsible for the conduct of all guests on the Property and shall ensure that guests comply with these Rules.
- 47 **Pets:** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor. If lessor has given written permission for pets on the property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments/condominium units, pets shall not be allowed in the hallways, common spaces or surrounding property except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and adjacent sidewalks, streets, alleys, and neighbors' properties.
- 48 **Vehicles:** Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.
- 49 **Fireplace Insert/Wood Stove:** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before it is used.
- 50 **Water Beds, Pianos and Heavy Objects:** No water beds, aquariums, pianos, organs, libraries, or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.

IV. Signatures - Agreement of Lessor and Tenant

Lessor and Tenant hereby acknowledge that they fully understand, agree upon and submit to the terms of this agreement.

51 First Tenant - Signature: _____

52 First Tenant - Date: _____

Initials:

First Tenant _____ Date _____

Herman S. Muller _____ Date 05/10/2014

Second Tenant _____ Date _____

53 Second Tenant - Signature: _____

54 Second Tenant - Date: _____

55 Herman S. Muller - Signature: _____

56 Herman S. Muller - Date: 05/10/2014

Initials:

First Tenant _____ Date _____
Second Tenant _____ Date _____
Herman S. Muller _____ Date 05/10/2014

V. Move-In Inspection Agreement

5.1 Critical Items

These important items should be identified during the move-in inspection to orient the new tenants to the house. Check marks in this section indicate that the Tenant knows the location of each item.

57 Water Shut-Off Valve: ☐

58 Electrical Panel and Main Shutoff Switch: ☐

5.2 Identification

59 Photo ID has been checked for First Tenant: ☐

60 Photo ID has been checked for Second Tenant: ☐

5.3 General

61 Electric Meter Reading: _____

62 List any inoperable smoke detectors: _____

63 Water Meter Reading: _____

5.4 Main Bedroom

64 Any furniture owned by Lessor: _____

65 Cleanliness: _____

66 Closet Space: _____

67 Lights, Outlets: _____

68 Walls, Floors, Windows, Blinds: _____

5.5 Main Bathroom

69 Cleanliness: _____

70 Counter tops: _____

Initials:

First Tenant _____ Date _____

Second Tenant _____ Date _____

Herman S. Muller _____ Date _____

71 Lights, Outlets: _____

72 Shower and Surround: _____

73 Toilet: _____

74 Walls, Floors, Windows, Blinds: _____

5.6 Kitchen

75 Any furniture owned by Lessor: _____

76 Cleanliness: _____

77 Counter tops: _____

78 Cupboards, Drawers: _____

79 Lights, Outlets: _____

80 Sink and Faucet: _____

81 Walls, Floors, Windows, Blinds: _____

Initials:

First Tenant _____ Date _____

Second Tenant _____ Date _____

Herman S. Muller _____ Date _____

VI. Move-Out Inspection Agreement

This section is to be completed upon termination of the Agreement. See clause 28 for instructions on filling out this section.

6.1 Forwarding Address for First Tenant

82 Street Address: None

83 City, State, Zip: _____

84 Phone Number: _____

6.2 Forwarding Address for Second Tenant

85 Street Address: None

86 City, State, Zip: _____

87 Phone Number: _____

6.3 General

88 Electric Meter Reading: _____

89 List any inoperable smoke detectors: _____

90 Water Meter Reading: _____

6.4 Main Bedroom

91 Any furniture owned by Lessor: _____

92 Cleanliness: _____

93 Closet Space: _____

94 Lights, Outlets: _____

95 Walls, Floors, Windows, Blinds: _____

Initials:

First Tenant _____ Date _____

Herman S. Muller _____ Date _____

Second Tenant _____ Date _____

6.5 Main Bathroom

- 96 Cleanliness: _____
- 97 Counter tops: _____
- 98 Lights, Outlets: _____
- 99 Shower and Surround: _____
- 100 Toilet: _____
- 101 Walls, Floors, Windows, Blinds: _____

6.6 Kitchen

- 102 Any furniture owned by Lessor: _____
- 103 Cleanliness: _____
- 104 Counter tops: _____
- 105 Cupboards, Drawers: _____
- 106 Lights, Outlets: _____
- 107 Sink and Faucet: _____
- 108 Walls, Floors, Windows, Blinds: _____

Initials:

First Tenant _____ Date _____
Second Tenant _____ Date _____

Herman S. Muller _____ Date _____