

This lease agreement is made and entered into this _____ day of _____,
20 ____, by and between

_____ hereinafter referred to as "Landlord" and

hereinafter referred to as "Tenant".

SECTION A: TERMS

1. **WITNESSETH:** Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at for the period commencing on the _____ day of _____, 20 ____, and thereafter until the _____ day of _____, 20 ____. At least 1 month (30 days) before the end date of this lease, the Tenant is required to give the Landlord in writing a notice of moving or signing a new lease. Rent may be increased at any time after first year and the security deposit can not be used for rent.
2. **RENT:** Tenant shall pay rent due and payable monthly, in advance, no later than 5:00 pm. by the 5th day of every month. Tenant further agrees to pay a late charge of \$50 for rent received after the 5th of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$25 will be paid to Landlord for all dishonored checks.
3. **SECURITY DEPOSIT:** Tenant agrees to pay a Security Deposit of \$ _____ to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages will be repaired at Tenant's expense.
4. **RELEASE OF SECURITY DEPOSIT:** Is subject to the provisions below .
 - A. The full term of the Agreement has been completed.
 - B. No damage to the premises, buildings, grounds is evident.

C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.

D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc. UTILITIES MUST BE PAID IN FULL AND COPY OF PAID FINAL BILL SENT TO LANDLORD.

E. All keys have been returned, including garage door openers.

F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.

G. It is the tenant's responsibility to call, make arrangements, and be at residence to let meter readers in for final reading on gas, electric, and water. If Landlord has to do this, there is a \$50 charge for each utility.

5. UTILITIES: Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.

6. SUB LEASE: Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 6 above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.

7. FORFEITURE: Should any provision of this Lease be found to be invalid

or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

8. TENANT'S PROPERTY: No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant can purchase renter's insurance.

9. LANDLORD'S PROPERTY: Any removal of Landlord's property shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.

10. IMPROVEMENTS: Any improvements to the property made by tenant inside or outside must not be removed without written permission from the property manger. This includes landscaping, shrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc. Landlord must authorize all improvements in writing.

11. RE-ENTRY: Landlord has the right of emergency access to the leased

premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.

12. ABANDONMENT: If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

13. ACCEPTANCE OF DWELLING: Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motor home, recreational vehicle or trailer of any type on the premises.

14. LOCKS: No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.

15. TERMINATION: All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus you will be charged the cost of restoring the property to rental condition plus advertising and rent loss incurred until the new resident moves in. Your liability for rent loss is limited to thirty (30) days after restoration is complete.

16. LEAD: Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.

If there are any questions ask landlord for a copy of the EPA Booklet "Protect Your Family From Lead In Your Home"

17. NOTICES: Tenant agrees to send all notices to Landlord or Property Manager in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

18. TOBACCO: NO SMOKING on or in the property.

19. NO WATER BEDS PERMITTED.

SECTION B: TENANTS INDOOR/OUTDOOR MAINTENANCE RESPONSIBILITIES

1. **CLEAN:** Tenant is responsible for keeping the property in a clean, safe, and sanitary condition inside and out.
2. **APPLIANCES:** Tenant is also responsible for the proper use of appliances, fixtures, and equipment in the lease property. Tenant is responsible for reporting malfunction or unsafe appliances.
3. **TRASH:** Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, Accumulation of junk and/or trash inside or outside of the property can and will be removed at owners expense. This expense will be due with the next rent payment.
4. **PLUMBING:** Maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc. If a plumber is call and reason for call was fault of Tenant, then Tenant will be responsible for costs of plumber.
5. **SMOKE DETECTORS:** Landlord provides smoke detectors in the bedrooms/hallways on move-in. Tenants will be required to maintain all smoke detectors. Any new batteries are tenants responsibility.
6. **FILTERS:** Landlord provides CH/A filter on move-in. Tenants will be required to replace filter every 3 months.
7. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health

codes and regulations.

8. **OPERATION:** Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
9. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
10. **BEHAVIOR:** Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
11. **LAWN:** Tenant is responsible for keeping the lawn mowed and trimmed on a regular basis. The lawn will be mowed at least once every 2 weeks during the growth season.

SECTION C: RESTRICTIONS FOR USE OF PREMISES / DECORATING

1. **ADVERTISING:** Tenant shall not place or mount anything on the outside of buildings or in windows. No signs or advertising notices of any kind shall be allowed on any part of the property.
2. **DAMAGES:** Tenant is responsible for all damages to the property caused by the tenant or guests.
3. **INJURIES:** Tenant is responsible to report any injuries to any persons, or any damage to property or furnishings.
4. **MULTIMEDIA JACKS:** Landlord provides one working TV and phone

jack. Additional jacks can be installed at tenants expense with written approval from landlord.

5. **EQUIPMENT:** No mechanical equipment, TV or radio antenna shall be installed in or outside the property.
6. **SERVICE REPAIR:** If a repair man determines that problem was caused by tenant, then tenant agrees to pay for services.

SECTION D: CLEANING STANDARDS AND MOVE OUT CLEANING INSTRUCTIONS

1. **CLEAN:** sinks, cook stove, drip pans, oven, refrigerator, dishwasher, bathtubs, showers, toilets, lavatories, mirrors, light fixtures, ceiling fans, marks on walls, window glass, blinds, window sills, and all cabinets inside and out. Wipe baseboards and remove cobwebs.
2. **MISSED ITEMS:** under cook top and refrigerator, oven, base of and behind toilets, light covers, windows, blinds, fan blades, switch plates, and yard trash.
3. **CARPET CLEANING:** The carpets are to be professionally cleaned. Tenant agrees Landlord will have carpets cleaned after move-out and deduct charges from the security deposit.
4. **UTILITIES:** Tenant must keep utilities on until check out procedure is finished.
5. **LIGHT BULBS:** Replace burned out bulbs or a \$1 per bulb charge will be taken from the security deposit.

6. **MOVE IN CLEAN:** Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of \$185.00 upon vacating the premises.

SECTION E: RULES ON RENT PAYMENTS

1. **RENT DUE:** Rent is due on or before the 1st day of each month.
2. **LATE RENT:** Rent is past due after 5:00 pm on the 5th day of each month.
3. **PAYMENT OF RENT:** Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Rent can be delivered or mailed to _____
4. **RETURNED CHECK:** A \$20 charge and a \$5 re-submittal charge for each returned check. There will also be a late fee of \$50. So there will be a \$75 charge on any returned checks.
5. **WITHHOLD OF PAYMENT:** A tenant may not, by law, withhold payment of rent to effect repairs and retain possession of the property.

SECTION F: PETS

1. **EXCREMENT:** Tenant shall clean excrement from the yard and dispose of

it in the trash.

2. **DAMAGES:** Tenant is responsible for all damages to the property caused by pets.
3. **INJURIES:** Tenant is responsible for any injuries to any persons caused by pets.
4. **FENCE:** Tenant is responsible for maintenance of fences.
5. **CLEAN:** The property shall remain clean of pet smells.
6. **MONTHLY CHARGE:** There is a \$50.00 a month extra charge for pets, there is a max of three pets.
7. **PET DEPOSIT:** There is no pet deposit.

SECTION G: TOTAL RENT

1. **BASE RENT:** The base rent is \$500.00 a month for one, or two Tenants.
2. **EXTRA RENT:** Rent for Tenant number three or more is \$100.00 a month for each Tenant.
3. **OCCUPANTS:** Tenant agrees to use said dwelling as living quarters only for _____ adults.
4. **PET RENT:** The rent for pets, there is a max of three pets, is \$50.00 a

month for all pets

- 5. TOTAL MONTHLY RENT:** Total monthly rent is _____ due as stated in previous sections.

In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

YOU SHOULD READ AND UNDERSTAND THIS LEASE, IT IS A LEGAL AND BINDING CONTRACT.

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

Tenant 1: _____ Date: _____
Phone: _____

Tenant 2: _____ Date: _____
Phone: _____

Tenant 3: _____ Date: _____
Phone: _____

Tenant 4: _____ Date: _____
Phone: _____

Landlord: _____ Date: _____
Phone: _____

