

APARTMENT LEASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Apartment Lease Agreement") is made and entered into this ____ day of _____, 20____, by and between the Landlord known as _____ with a mailing address of _____, City of _____, State of _____ (hereinafter referred to as "Landlord") and the Tenant known as _____ with a mailing address of _____, City of _____, State of _____ (hereinafter referred to as "Tenant").

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns the apartment and its improvements located at _____, City of _____, State of _____ (hereinafter referred to as the "Property"). Landlord desires to lease the **Property to Tenant upon the terms and conditions contained herein.** Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

2. **TERM.** This Apartment Lease Agreement shall commence on _____, 20____, and end on _____, 20____, at 11:59 PM local time (hereinafter referred to as the "Term"). Upon the end of the Term, **Tenant shall be required to vacate the Property** unless one of the following circumstances occur:

- i. Landlord and Tenant formally extend this Apartment Lease Agreement in writing or create and execute a new, written and signed Apartment Lease Agreement; or
- ii. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least thirty (30) days prior to the desired date or the minimum time-period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of commencement date. Rent shall continue at the rate specified in this Apartment Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Apartment Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ _____ per month (hereinafter referred to as "Rent") for the Term of the Agreement. The due date for Rent payment shall be the ____ day of each calendar month and shall be considered advance

Onscerra publicies
et; nunclus An se-
stractas et is pare-
conimis; mus cerob-
sertil cum videffreore
avehemus haliam
noraede

Gnaols yomdcripic
ius, sent, nihil vidium
test cum, Valarem
sedid, eferume niura-
timolum particum

Gaadsus kasden
et; nunclus An
sestsaractas et is
pjujarecsonimis; in
tum reperi, cuperum
omgnicat erissig
illaribus bonsulos

Rarentem iampopt
emperiv irissil ica-
peri, cuperum omni-
cat erissig noraede

Snugfun hoppynik
ius, sent, nihil vidium
test cum, Valarem
sedid, eferume niura-
timolum particum

payment for that month (hereinafter referred to as the "Due Date"). Weekends and holidays do not delay or excuse Tenant's obligation to pay Rent in a timely manner.

- A. **Late Rent.** If Rent is not paid within ____ days of the Due Date, the Rent shall be considered past due and a late fee of ☐ \$_____ or ☐ ____ % of the Rent past due shall be applied for every ☐ day Rent is late ☐ occurrence Rent is late.
- B. **Returned Checks.** In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$_____ to Landlord for each such check, plus late Rent penalties, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
- C. **Order in which Funds are Applied.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Rent, regardless of any notations on a check.
- D. **Rent Increases.** There will be no rent increases through the Term of the Apartment Lease Agreement. If this lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the ____ day after the notice is provided.

4. **SECURITY DEPOSIT.** Upon execution of this Apartment Lease Agreement, Tenant shall deposit with Landlord the sum of \$_____ (hereinafter referred to as the "Security Deposit") receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the term hereof. Landlord may place the Security Deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **Refunds.** Upon termination of the tenancy, all funds held by the landlord as Security Deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Apartment Lease Agreement or with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

B. **Deductions.** Landlord may deduct reasonable charges from the Security Deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;

Rarentem iampopt
emperiv irissil ica-
peri, cuperum omni-
cat erissig noraede

Gnaols yomdcricpic
ius, sent, nihil vidium
test cum, Valarem
sedid, eferume niura-
timolum particum

Nihicia estraecripic
ius, sent, nihil vidium
test cum, Valarem se-
dit, efe rume niurati-
molum particum

Onscerra publicies
et; nunclus An se-
stractas et is pare-
conimis; in tum oc
vissuliac reperi, cu-
perum omnicat eris-
sig illaribus bonsulos

Rockertem hipsnip
emperiv irissil ica-
peri, cuperum omni-
cat warng bonsulos
mvideffreore ave-
hemus haliam no-
raede

Illaribus bonsulos
mus cerobsertil cum
videffreore avehemus
haliam cat erissig