*This standard Lease form is provided by Regal King Realty for informational purposes only. When signed, this lease becomes a legally binding contract. If you do not understand any term of this lease, consult an attorney before signing.*

**Residential Lease Agreement**

We agree to rent to you, and you agree to rent from us the apartment/house known as:

**Address:**

|  |
| --- |
| Click this box and start typing. |

This Residential Lease Agreement (“Lease”) is a contract which sets forth your rights and obligations as a tenant of apartment/house cited above.

**Landlord Tenant**

|  |  |
| --- | --- |
| Name: | Name: |
| Address: | Name: |
|  | Name: |
|  | Name: |
|  | Name: |
| Phone: | Name: |
| Email: | Phone: |
|  |  |

The words “we”, “us” and “our” in this Lease this Lease mean the Landlord. The words “you” and “yours” mean all of the tenants listed above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.

**Lease Terms**

Lease Type: Monthly Rent: Security Deposit:

Lease Start Date: Lease End Date:

Other Charges:

Agreed and Understood:

Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Part A of this Lease sets forth our obligations as Landlord**
   1. **Utilities and Amenities** - We will provide and pay for the following in rental unit:

Heat\_\_\_\_ Hot Water\_\_\_\_ Electric\_\_\_\_ Water\_\_\_\_ Sewer\_\_\_\_ Cable\_\_\_\_ Gas\_\_\_ Other\_\_\_\_

* 1. **Return of Security Deposit** - Your security deposit will be returned to you after your Lease has ended and if you meet the following conditions.
     1. You have vacated your apartment;
     2. You have paid the rent and other charges due under the Lease;
     3. You have given us proper notice of leaving;
     4. You have removed your personal property and have left rental unit in good and clean order, except for ordinary wear and tear.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within the time set forth by state law.

1. **Entering the Apartment** - We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs.
2. **Repairs** - We will promptly respond to your maintenance request and will correct any routine maintenance items within a reasonable period of time (usually 24 hours).
3. **Insurance** - We will insure the property in accordance with reasonable commercial practices.

Please note that your personal property is not insured by us. We urge you to get your own insurance to cover damage or loss to your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment/House.

Agreed and Understood:

Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ Tenant Initial: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

1. **Delivery of Possession** - We will deliver the apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the apartment is ready, your obligation to pay shall begin.
2. **Condition of Apartment** - The Apartment will be clean and habitable and prepared to your satisfaction when you move in. Subject to your obligations set forth in Part B, Section 6, we will maintain the Apartment in habitable conditions during the term of the Lease.
3. **Part B of this lease sets forth your obligations as Tenant**
   1. **Rent** - You agree to pay us rent in the amount set forth above (page 1). Rent must be paid in monthly installments on the first day of each month. Rent for any partial month will be prorated. Rent must be paid in full and no amount may be subtracted from it. All rent and security deposits payments must be made by cash, check or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing. Any sum you require to pay us under this Lease in addition to monthly rent shall be additional rent.

*Late Fees* - If you fail to pay the rent in full before the end of the 5th day of the month, you will pay us, as additional rent, a late fee of 10% of the monthly rent after the 5th of the month. The late fee is due on the 6th of the month. We do not waive the right to require payment of rent in full on date it is due.

*Returned Checks* - You will pay us, as additional rent, a fee of $25.00 for all returned checks. If your rent check is returned more than two (2) times in any twelve (12) month period we may require that you pay all rent and other charges by cash, money order or certified check.

*Habitual Late Payment of Rent* - You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate this Lease for your failure to pay rent on time on more than two (2) occasions within any 6-month period.

* 1. **Security Deposit** - You have deposited with us the amount set forth above (page 1) as a security deposit. Your security deposit will be held in a separate account. You may not elect to use the security deposit as payment for any rent that you owe under the Lease.
  2. **Use** - You will use the Apartment only for dwelling purposes. You represent to us that the persons listed in Residents (and no others) will occupy the Apartment. You must advise us immediately in writing of any charge in occupants. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.
  3. **Assignment and Sublet** - You will not assign (i.e., transfer) this Lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease.
  4. **Utilities** - You are responsible for paying for all utilities except those that are checked in Part A, Section 1. You are responsible for settling up all accounts in your name prior to move in and terminating all accounts prior to move out. You will be charged for your utility usage directly by the utility companies. You may pay all utility bills incurred during the term of the Lease by the stated due date, including any deposits, fees and increases as billed by the utility provider. If you fail to pay any utility bills charged for the Apartment during your occupancy by the utility company and we are held responsible for payment, you will pay additional rent (collectible as rent) the amount of the utility bills, plus an additional service charge of $25.00, together with any applicable service charges or penalties. Furthermore, if you fail to pay any utility bill, we may pay the same on your behalf by deducting the amount of the unpaid bill from your security deposit, which you will be required to immediately replenish when billed and the same shall be considered as additional rent (collectible as rent). Your failure to make payment for utilities in a timely manner is a substantial and material breach of the lease. Landlord shall not be liable for any loss or damage resulting from outages, interruptions, or fluctuations in utilities provided to you except as provided by the law.

1. **Maintenance, Repairs and Alterations** - You will keep the Apartment and equipment and any appliances in clean, orderly and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost to remove alliterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the apartment you will pay us upon demand the cost of such repairs as additional rent.
2. **Peaceful Enjoyment** - You will conduct yourself and require your family, guests and anyone you invite into the Apartment to act in a manner that will not disturb your neighbors’ peaceful enjoyment. You agree not to make loud noises, disturbances, odors, and nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other neighbors or we are entitled to determine whether you have violated the section.
3. **Responsibility for Injury or Damage; Insurance** - If someone is injured or the Apartment is damaged or destroyed by fire or other casualty resulting from any act by you or any of your family, guests or visitors, you are responsible for the cost of the personal injury and or property damage. We require you to purchase liability insurance covering personal injury and property damage caused by you or any of your family, guests or visitors. The insurance policy must have a minimum coverage amount of $100,000 and must be primary to our insurance. You must provide acceptable proof of insurance prior to moving in to the Apartment. Your failure to maintain liability coverage at all times during the term of your Lease is a material default under your Lease. You may select the insurance company as long as the meet the requirements in this paragraph. We urge you to obtain contents coverage for your personal property in addition to liability coverage, as we cannot and do not insure your personal property damage. Liability insurance does not protect you against loss or damage to your personal property or belongings- only personal contents coverage can do this. You and we agree that subrogation is allowed. This means that our insurance carrier may pursue a claim against you and or your insurance carrier if you act, or that of your family, guests or visitors results in personal injury or property damage. If for any reason your insurance coverage lapses, is not sufficient or does not cover the cost of the personal injury or property damage, you will be held responsible for the costs and you shall upon demand pay us such costs as additional rent.
4. **Pets** - Pets are not allowed in your Apartment without our written approval. Having an unauthorized pet in the Apartment is a substantial default under this Lease, except for guide dogs or other assistance animals for disabled residents. If we have given permission for you to have a pet in the Apartment, the following rules apply: cats have to be neutered and de-clawed and dog feces has to be picked up, bagged and disposed of. The following dog breeds are strictly forbidden: *Akita, American Bull Dog, American Pit Bull Terrier, American or Bull* *Staffordshire Terrier, Briard, Borzio Hounds, Bull Mastif, Bull Terrier, Cane Corso, Chow, Dalmation, Doberman Pincher, Dogo, German Shepard, Great Dane, Great Pyrenees, Husky, Irish Wolf Hound, Komondor, Malamute, Neapolitan Mastiff, Pitt Bull, Rottweiler, Scottish Deerhound, Spitz, St. Bernard, Stafford Terrier, Presa Canarios, Shar pei, Toso Inu and Wolf-Dog Hound.*
5. **Part C of this Lease sets forth other provisions and obligations of yours and ours.**
   1. **Damage to Apartment** - If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment.

However, if the Apartment is damaged by casualty but remains habitable, then this Lease shall continue, but your rent shall be reduced in proportion to those rooms within the apartment which are not habitable until the Apartment is repaired. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartments. If the apartment is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

* 1. **Condemnation** - If apartment/house is condemned by a governmental authority, we have the right upon thirty (30) days’ notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.
  2. **Notice to Vacate at End of Lease Term** - You must give us at lease sixty (60) days written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease (page 1).
  3. **End of Lease Term** - You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law.
  4. **Failure to Vacate at the End of Lease Term** - In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for the period after the end of the Lease Term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with rent at the current market rate for a month-to-month lease. We will provide you with at least 60 days notice of that rate. Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month’s written notice to the other party.
  5. **Default** - You will be in default under this Lease if you do any of the following (any of which shall be considered a default of a substantial obligation):
  6. You fail to pay rent or additional rent on time; or
  7. You assign this Lease or sublet the Apartment without our written consent; or
  8. You violate any term of this Lease or fail to do the things you agree to do under this lease; or
  9. You or your family, guests or visitors engage in illegal, improper or objectionable conduct.

*Consequences of Default* - If you are in default under this Lease, we may terminate this Lease by giving written notice to you in accordance with local law. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you remain responsible for all rent, additional rent and other charges. If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

*Consequences of Early Terminated of Lease* - If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the reminder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your lease term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for a turnover free to reimburse us for the costs of making the Apartment ready for a new tenant at any earlier date than we planned, including but not limited to, repainting, repairing and advertising costs.

1. **Legal Expenses** - If permitted by law, you will reimburse us for all our court costs and reasonable attorneys’ fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.
2. **Notice** - If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at the land lords address listed on the first page of this Lease or at such other address as we may, from time to time, designate. If we wish to give you notice, we (or our agent or attorney) may do so by delivering the notice to your Apartment or by mailing the notice to your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.
3. **Limited Liability** - We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control.
4. **Miscellaneous** -
   1. You represent that all statements you made on your application and in this lease are true and correct. You will be in default under this lease if any statement you made is or becomes untrue.
   2. If more than one of you signs this lease, then each of you agree to be jointly and severally liable for your obligations under this lease. This means that we can collect the full amount of rent owed from any one of you.
   3. Our failure to enforce any provision of this lease shall not prevent us from enforcing such provision at a later time.
   4. This lease may be changed only by a written agreement signed by both parties.
   5. This lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.
   6. If any provision of this lease is unenforceable, the rest of the lease will be unaffected.
   7. Clogged plumbing pipes/sewer lines- Landlord responsible for normal wear and tear but not for willful destruction of plumbing due to tenant negligence, such as lodged items obstructing pipes (kitchen & bathroom p-traps, cesspool/sewer lines and toilets). Tenant agrees to reimburse landlord for any expenses associated with clearing clogged pipes if it is determined that tenant caused clog.
   8. Cesspools- The first three months of lease, landlord is responsible for pumping out cesspool, after that period tenant is fully responsible for cost of pumping unless it is determined cesspool is faulty and needs to be replaced.
   9. Yard Maintenance- Tenant is responsible for upkeep of property, mowing lawn, trimming bushes, shoveling snow, cleaning up debris and discarding garbage.
   10. Pool- (If provided as part of rental) tenant is responsible for upkeep of pool, including opening and closing of pool (installing and de-installing cover) weekly vacuuming and skimming of pool, chlorination and chemicals for proper pool maintenance and any other expenses associated with upkeep of pool. The filter and PVC plumbing provided by landlord for pool is accepted in “as-is” condition and if it breaks down or needs repair tenant will bear cost of said repairs. The tenant bears full responsibility for safeguarding pool and holds landlord harmless from any liability associated with pool usage.
   11. Extermination- The first month of lease, landlord is responsible for removal of any cockroaches and bedbugs after that duration of time tenant is responsible for any and all costs associated with removal, such as hiring a licensed exterminator.
   12. Town violations/fines- tenant responsible for payment of any town violations or fines imposed on landlord by their actions, such as unlawful storage, high uncut grass, nuisance/quality of life complaints, etc. If you cause it, you pay for it.
5. Electrical system- Tenant not allowed to rewire any portion of unit, such as adding a 220 line without landlord approval.
6. Graffiti- Tenant responsible for any graffiti caused by them or their guests.
7. Roof- Landlord responsible for normal wear and tear only-Landlord is NOT responsible for holes caused by unauthorized installation of satellite dishes or other antennas. Tenant agrees to reimburse landlord for any costs associated with fixing any roof damage caused by tenant, such as hiring a licensed roofer.
8. Unlawful storage on property- Unregistered vehicles such as boats, cars, wave runners, motorcycles, etc. cannot be stored on property. If removal is required, tenant agrees to pay any and all costs associated with removal, such as tow company or sheriff fees.

*DISCLAIMER: Landlord acknowledges as evidenced by their signature below that no agent or broker of Regal King Realty filled out any portion or part of this standard lease agreement.*

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Tenant Signature Date

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Landlord Signature Date

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Landlord Signature Date