

# Sample Lease Agreement with Analysis

## Worksheet

### PART 1: SAMPLE RESIDENTIAL LEASE AGREEMENT

#### 1. PARTIES AND PROPERTY

This Residential Lease Agreement ("Lease") is made between **Bayview Properties LLC** ("Landlord") and \_\_\_\_\_ ("Tenant") on this date: \_\_\_\_\_.

Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, for residential purposes only, the premises located at: \_\_\_\_\_ ("Premises"), under the following terms and conditions:

#### 2. TERM

This lease shall commence on \_\_\_\_\_ and continue for a period of 12 months, ending on \_\_\_\_\_.

If Tenant vacates before the term ends, Tenant will be responsible for the balance of the rent for the remainder of the term. **This lease automatically renews for another 12-month term unless Tenant gives 60 days' written notice before the expiration date.**

### 3. RENT

Tenant agrees to pay \$\_\_\_\_\_ per month as rent, payable in advance on the first day of each month to Landlord at the address specified by Landlord.

Rent must be paid by check, certified check, or money order. **Landlord does not accept cash or digital payments.**

If rent is not received by the 5th day of the month, Tenant agrees to pay a late fee of **10% of the monthly rent**. Returned checks will incur a fee of \$50 per occurrence.

**Landlord reserves the right to increase rent with 30 days' written notice at any time during the lease term.**

### 4. SECURITY DEPOSIT

Tenant shall provide a security deposit of \$\_\_\_\_\_ upon execution of this lease. **This deposit will be held in an escrow account at First National Bank.**

This deposit shall be applied to damages or unpaid rent beyond normal wear and tear. **Within 30 days after Tenant has vacated the premises, Landlord will return the deposit with an itemized statement of any deductions.**

**Tenant agrees to professional carpet cleaning upon move-out, the cost of which will be deducted from the security deposit regardless of the condition of the carpets.**

## 5. UTILITIES AND SERVICES

Tenant shall be responsible for the following utilities and services:

- Electricity
- Gas
- Water and sewer
- Trash collection
- Internet and cable

**If any utility bills remain unpaid after 15 days, Landlord may pay the outstanding amount and bill the Tenant with a 15% administrative fee added.**

## 6. OCCUPANCY AND GUESTS

The premises shall be occupied solely by the named Tenant(s) and the following minors:

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**Guests may not stay longer than 3 consecutive days without Landlord's written permission. Landlord reserves the right to approve or reject any guests at Landlord's sole discretion.**

**Any person staying more than 7 days in any 30-day period shall be considered an unauthorized occupant, resulting in a \$100 per day fee or termination of the lease at Landlord's option.**

## 7. MAINTENANCE AND REPAIRS

Tenant shall keep the premises clean and sanitary and in good repair. Tenant shall notify Landlord promptly of any defects or maintenance needs in writing.

**Landlord shall maintain the roof, exterior walls, structural components, and common areas, and shall keep all electrical, plumbing, heating, and air conditioning equipment in working order.**

**Tenant shall be responsible for all minor repairs under \$150 including but not limited to unclogging drains, replacing light bulbs, and pest control.**

**Tenant must report maintenance issues within 24 hours or will be held responsible for any resulting damage.**

## 8. ENTRY AND INSPECTION

**Landlord reserves the right to enter the premises at any time to inspect the property, make repairs, or show the property to prospective tenants.**

Tenant shall not unreasonably withhold consent to enter. **Landlord will attempt to provide notice when possible but is not required to do so.**

## 9. ALTERATIONS AND IMPROVEMENTS

**No alterations, additions, or improvements shall be made by Tenant without prior written consent of Landlord. Any such alterations, including authorized ones, shall remain as part of the premises and property of the Landlord without compensation to the Tenant.**

This includes, but is not limited to, painting, wallpapering, hanging fixtures, installing shelves, or making any holes in walls.

## 10. NOISE AND CONDUCT

Tenant agrees not to cause or allow any noise or activity that disturbs the peace and quiet of other tenants and neighbors. **This includes playing musical instruments, television, or radio between the hours of 10:00pm and 8:00am.**

## 11. PETS

**No pets of any kind are permitted on the premises without Landlord's written consent. If evidence of a pet is found, Tenant will be charged a \$500 fee and \$25 per day until the pet is removed.**

## 12. ABANDONMENT

**If Tenant is absent from the premises for 7 consecutive days while rent is unpaid, Landlord may consider the premises abandoned. Landlord shall have the right to enter, remove Tenant's belongings, and re-rent the premises. Tenant's belongings will be considered abandoned and may be disposed of at Landlord's discretion.**

## 13. LIABILITY

**Tenant agrees to indemnify and hold Landlord harmless from all liability, loss, or damage arising from any nuisance or harm made or suffered on the premises by Tenant, their family, guests, or invitees. Landlord shall not be liable for any damage or injury to Tenant, their family, guests, or invitees, or to any property occurring on the premises or common areas.**

**Tenant is strongly advised to secure renter's insurance to protect their belongings and provide liability coverage.**

#### **14. DEFAULT**

If Tenant fails to comply with any term or condition of this lease, or fails to pay rent when due, Landlord may terminate this lease and regain possession through legal proceedings.

**Tenant waives all rights to notice if lease violation occurs. Landlord may immediately terminate lease and begin eviction proceedings at Landlord's sole discretion.**

#### **15. ATTORNEY'S FEES**

**In the event of any legal action concerning this lease, the prevailing party shall be entitled to all costs incurred including reasonable attorney's fees. Tenant agrees to pay all collection costs and attorney's fees incurred by Landlord in enforcing the terms of this lease or in recovering possession of the premises.**

#### **16. SEVERABILITY**

**If any portion of this lease shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.**

#### **17. SIGNATURES**

By signing below, Tenant acknowledges having read and understood all the terms and conditions of this lease and agrees to be bound by them.

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

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

## PART 2: LEASE ANALYSIS WORKSHEET

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## Lease Analysis Instructions

Review the sample lease agreement carefully and answer the following questions. Pay special attention to potential "red flag" clauses that might be unfair or even illegal in some jurisdictions.

### 1. Basic Terms Identification

**Lease Term:** \_\_\_\_\_

**Monthly Rent Amount:** \_\_\_\_\_

**Security Deposit Amount:** \_\_\_\_\_

**Late Fee Amount/Percentage:** \_\_\_\_\_

**Notice Required Before Moving Out:** \_\_\_\_\_

### 2. Tenant Responsibilities (List at least 5)

### 3. Landlord Responsibilities (List at least 3)

### 4. Problematic Clauses (Identify at least 5 "red flag" clauses and explain why they're concerning)

### 5. Questions for the Landlord (List at least 5 questions you would ask before signing this lease)

**6. Proposed Revisions (For 3 problematic clauses, suggest alternative wording that would be more fair to the tenant)**

**7. Missing Protections (What important tenant protections or clauses are missing from this lease?)**

**8. Overall Assessment (Would you sign this lease as written? Why or why not?)**

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Note: This is a sample lease for educational purposes only. Actual lease terms and legality vary by location.