

# 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

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;

- (7.) The removal of unauthorized locks or fixtures installed by Tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles
- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early removal of an authorized key box; and
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the Security Deposit, Tenant will pay Landlord the excess amount within ten (10) days after Landlord makes written demand. The Security Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

**C. Returning.** The Landlord shall return the Security Deposit to the Tenant within the requirements within the State or sixty (60) days from the end of the Term, whichever is less.

5. **USE OF PROPERTY.** The Property shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of only the following named person(s):

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\_\_\_\_\_ and to be used exclusively as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Apartment Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Property without first obtaining Landlord's written consent to such use. Tenant shall comply 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.

6. **CONDITION OF THE PROPERTY.** Tenant stipulates, represents, and warrants that Tenant has examined the Property and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition.

7. **ASSIGNMENT/SUB-LETTING.** Under this Apartment Lease Agreement: (check one)

☐ - **Sub-Letting Not Allowed.** Tenant shall not assign this Apartment Lease Agreement or sublet or grant any license to use the Property or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Apartment Lease Agreement.

☐ - **Sub-Letting Allowed.** Tenant shall have the right to sublet and grant a license to other individual(s) to use the Property or any part thereof without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within five (5) days of the Sub-Tenant's name and address. In the event the Sub-Tenant violates any portion of this Apartment Lease Agreement, all liability shall be held against the Tenant.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Apartment Lease Agreement.

9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Property to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession and, if possession is tendered within such time, Tenant agrees to accept the demised Property and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Apartment Lease Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Property any item of a dangerous, flammable or explosive, nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Property.

12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Apartment Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors; Not leave windows or doors in an open position during any inclement weather;
- D. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

- E. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- F. Keep all air conditioning filters clean and free from dirt;
- G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed.
- H. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited into any water or plumbing apparatus. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- I. Tenant's family and guests shall at all times maintain order in the Property and at all places on the Property, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- J. Deposit all trash, garbage, rubbish, or refuse in the locations provided and shall not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- K. Abide by and be bound by any and all rules and regulations affecting the Property or the common area appurtenant thereto which may be adopted or promulgated by the Homeowners' Association having control over them.

**13. ANIMALS.** Under this Apartment Lease Agreement: (check one)

☐ - **Pets Allowed.** The Tenant shall be allowed to have \_\_\_\_ pet(s) on the Property consisting of ☐ Dogs ☐ Cats ☐ Fish ☐ Other \_\_\_\_\_ not weighing more than \_\_\_\_ ☐ pounds ☐ kilograms. The Landlord shall administer a fee of \$\_\_\_\_\_ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

☐ - **Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodent, or insect on the Property. If the Tenant violates this provision by having a pet on the Property, this Apartment Lease Agreement shall terminate immediately and the Tenant shall be charged a fee equivalent to one (1) month's rent. If the pet is left on the Property after the Tenant has been removed from the Property, the Landlord agrees to release the pet to the local animal shelter.

**14. QUIET ENJOYMENT.** Upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

15. **INDEMNIFICATION.** Landlord shall not be liable for any injury to the tenant, tenant's family, guests, invitees, agents, or employees or to any person entering the property and shall not be liable for any damage to the building in which the property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

16. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Apartment Lease Agreement, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, Landlord may terminate this Apartment Lease Agreement seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Apartment Lease Agreement.

17. **ABANDONMENT.** If at any time during the Term of this Apartment Lease Agreement Tenant abandons the Property or any part thereof, Landlord may, at Landlord's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Property, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Apartment Lease Agreement during the balance of the unexpired term, if this Apartment Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Property by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Property to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

18. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

19. **RECORDING OF APARTMENT LEASE AGREEMENT.** Tenant shall not record this Apartment Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Apartment Lease Agreement, this Apartment Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.



20. **GOVERNING LAW.** This Apartment Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of the where the Property is located.

21. **SEVERABILITY.** If any provision of this Apartment Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Apartment Lease Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

22. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

23. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

24. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

25. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election, or non-election by Landlord under this Apartment Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

26. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Apartment Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

27. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

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28. **LEAD-BASED PAINT DISCLOSURE.** If the Property were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

29. **Entire Agreement.** This Apartment Lease Agreement and the Exhibits and Rider, if any, attached hereto is the complete agreement between the Landlord and Tenant concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representation between the landlord and tenant affecting this Apartment Lease Agreement. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property and the total building facilities shall be of no force or effect and shall not be used to interpret this Apartment Lease Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Apartment Lease Agreement in multiple originals as of the undersigned date(s).

**Landlord's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_