

RESIDENTIAL TENANT-LANDLORD AGREEMENT

PARTIES

- This Residential Tenancy Agreement (hereinafter referred to as the 'Agreement') is made and entered into on _____ (the 'Commencement Date'), by and between _____, residing at _____ (hereinafter referred to as the 'Landlord'), and _____ residing at _____ (hereinafter referred to as the 'Tenant') (collectively referred to as the 'Parties').

PREMISES IDENTIFICATION

- The property subject to this Residential Tenancy Agreement is located at [insert full address of the rental property, including street address, city, state, and postal code] (hereinafter referred to as the "Premises"). The Premises include [describe any specific features or areas included in the rental property, such as the number of bedrooms, bathrooms, common areas, parking spaces, etc.]. The Tenant acknowledges that they have inspected the Premises and accepts them in their current condition, subject to any agreed-upon repairs or maintenance to be undertaken by the Landlord prior to occupancy.

AGREEMENT TO RENT

- The Landlord agrees to rent the Premises to the Tenant, and the Tenant agrees to rent the Premises from the Landlord, subject to the terms and conditions of this Residential Tenancy Agreement. The Tenant acknowledges receipt of the keys and access to the Premises upon the commencement of the tenancy. Both Parties agree to abide by all applicable laws, regulations, and rules governing the rental of residential properties, as well as the specific terms outlined in this Agreement.

TERM OF TENANCY

- The term of this tenancy shall commence on [insert start date] and shall continue on a [insert duration of the lease, such as "month-to-month" or "fixed-term"] basis unless terminated earlier in accordance with the terms of this Agreement. The tenancy may be renewed or extended by mutual agreement of the Parties, subject to any changes in rental terms or conditions as may be negotiated at the time of renewal.

MONTHLY RENT PAYMENTS

- The Tenant shall pay the Landlord a monthly rent of [insert amount] for the use and occupancy of the Premises. Rent shall be due on the [insert day of the month, e.g., "first day"] of each month, commencing on [insert start date]. Payment shall be made in [insert accepted payment method, e.g., "cash," "check," "bank transfer"] to the Landlord at the address specified in this Agreement or as otherwise directed by the Landlord. Any late payments shall incur a late fee of [insert late fee amount or percentage] per day until paid in full.

LATE FEES

- If the Tenant fails to pay the rent in full by the due date specified in this Agreement, the Tenant shall be charged a late fee of [insert late fee amount or percentage] per day for each day that the rent remains unpaid after the due date. The imposition of late fees shall not waive the Landlord's right to insist on timely payment of rent in the future, nor shall it constitute a waiver of any other remedies available to the Landlord under this Agreement or by law.

RETURNED CHECK FEES

- In the event that any rent payment made by check is returned unpaid by the bank due to insufficient funds or for any other reason, the Tenant shall be responsible for paying a returned check fee of [insert fee amount]. This fee shall be in addition to any late fees or other charges incurred as a result of the returned payment. The Tenant agrees to promptly reimburse the Landlord for any bank charges or fees associated with the returned check.

LIMITATIONS

- The Tenant agrees to use the Premises solely for residential purposes and shall not engage in any activities or conduct that may cause a nuisance, disturbance, or inconvenience to neighbors or other occupants of the property. The Tenant shall not sublet the Premises or allow any other person(s) to reside on the property without the prior written consent of the Landlord. Furthermore, the Tenant shall comply with all applicable laws, ordinances, and regulations governing the use of the Premises, including but not limited to those related to health, safety, and sanitation.

PETS

- Pets are not permitted on the Premises without the prior written consent of the Landlord. If the Landlord grants permission for the Tenant to keep a pet(s), the Tenant agrees to comply with all applicable laws, regulations, and rules regarding pet ownership. The Tenant shall be responsible for any damages caused by the pet(s) to the Premises or surrounding property. Additionally, the Tenant agrees to promptly clean up after the pet(s) and to prevent any disturbances or nuisances caused by the pet(s) to neighbors or other occupants of the property. Failure to comply with these requirements may result in the revocation of permission to keep the pet(s) and may constitute a breach of this Agreement.

KEYS, WATERBEDS AND REPAIRS

1. Keys: Upon commencement of the tenancy, the Landlord shall provide the Tenant with [number] sets of keys to the Premises. The Tenant agrees not to duplicate the keys or alter any locks without the prior written consent of the Landlord. In the event of lost keys, the Tenant shall promptly notify the Landlord and bear the cost of replacement keys and any necessary lock changes.
2. Repairs: The Landlord shall be responsible for maintaining the Premises in a habitable condition and for making any necessary repairs to ensure the proper functioning of essential utilities and amenities, including plumbing, heating, and electrical systems. The Tenant agrees to promptly

notify the Landlord of any repair issues or maintenance concerns and to grant the Landlord reasonable access to the Premises for repair purposes.

3. Waterbeds: The Tenant shall not install or use waterbeds on the Premises without the prior written consent of the Landlord. If the Landlord grants permission for the installation of a waterbed, the Tenant shall be solely responsible for any damages caused by the waterbed to the Premises or surrounding property. The Tenant agrees to carry adequate insurance coverage to protect against waterbed-related damages, and failure to comply with these requirements may result in the revocation of permission to install or use a waterbed.

SECURITY DEPOSIT

- Upon signing this Agreement, the Tenant shall pay a security deposit of [insert amount] to the Landlord as security for the faithful performance of the terms and conditions of this Agreement. The security deposit shall be held by the Landlord throughout the term of the tenancy and may be used by the Landlord to cover any unpaid rent, damages beyond normal wear and tear, cleaning expenses, or other costs incurred as a result of the Tenant's breach of this Agreement. The security deposit shall not exceed the maximum amount allowed by law, and any remaining balance shall be refunded to the Tenant within [insert number of days] after the termination of the tenancy, less any deductions for permissible expenses.

UTILITIES

- The Tenant shall be responsible for paying all utilities and services associated with the Premises, including but not limited to electricity, gas, water, sewer, trash disposal, cable, internet, and telephone services. The Tenant agrees to promptly establish accounts with the respective utility providers in their name(s) prior to the commencement of the tenancy and to maintain such accounts in good standing throughout the term of the lease. The Landlord shall not be responsible for any interruptions or deficiencies in utility services, except to the extent caused by the Landlord's negligence or failure to fulfill their obligations under this Agreement.

TERMINATION

1. Early Termination by Tenant:

- The Tenant may terminate this Agreement prior to the expiration of the term by providing written notice to the Landlord [insert notice period, e.g., "30 days"] in advance. The Tenant shall be responsible for paying rent up to the effective date of termination and any other outstanding obligations under this Agreement.

2. Early Termination by Landlord:

- The Landlord may terminate this Agreement prior to the expiration of the term in the event of the Tenant's material breach of any provision of this Agreement, including but not limited to non-payment of rent, violation of lease terms, or failure to comply with applicable laws and regulations. The Landlord shall provide written notice to the Tenant specifying the grounds for termination and any required cure period, if applicable.

3. Mutual Agreement:

- The Parties may mutually agree to terminate this Agreement at any time by executing a written termination agreement. Such termination shall be effective upon the date specified in the agreement, and both Parties shall fulfill any remaining obligations under this Agreement up to the effective date of termination.

4. Effect of Termination:

- Upon termination of this Agreement, the Tenant shall vacate the Premises and return possession to the Landlord in the same condition as received, subject to normal wear and tear. The Landlord may deduct from the security deposit any unpaid rent, damages, or other costs incurred as a result of the Tenant's breach of this Agreement. Any remaining balance of the security deposit shall be refunded to the Tenant in accordance with applicable laws and regulations.

FORCE MAJEURE

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

RENEWAL OF AGREEMENT

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

LANDLORD

TENANT

DATE

DATE