



RESIDENTIAL LEASE

1

2 1 PARTIES AND PROPERTY.

3 , Tenant agrees to lease from the undersigned Landlord the
4 following real property in the municipality of (if incorporated) , County of , the
5 state of , known as and described as follows:
6
7 .

8 2 TERMS.

9 Tenant agrees to pay a total of \$ USD to Landlord for rental period of months beginning
10 and ending on . Tenant covenants and agrees to pay
11 a monthly rental fee of \$ in advance on the day of each month during the term of this
12 lease. The first month's rent shall be paid on . If Tenant takes possession of the
13 property in advance of the term, all conditions of this lease shall prevail and rent shall be paid pro rata to
14 the beginning of the month. In the event the Landlord receives the rental payment on or before the due date
15 each month, a USD discount shall be applied to the monthly payment.

16 3 ADDITIONAL RENT.

17 All monthly rent payments shall be paid on or before the due date without a grace period and if not
18 received by Landlord when due, then in addition to other remedies which are contained herein or as may
19 be provided by law, Tenant agrees to pay additional rent of \$ per day (each month up the 20% of
20 the monthly rent) for each day such rent or partial rent is overdue as liquidated damages, actual damages
21 being impossible to ascertain. An insufficient check shall incur the same additional rent until such time as
22 the check is made good. All rental payments shall be paid to and delivered to
23 or to such other place as the Landlord may, from time to time,
24 direct.

25 4 SECURITY DEPOSIT.

26 The security deposit of \$ payable upon execution of this lease, shall be held by
27 (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guar-
28 antee of the performance by the Tenant of the agreements contained herein. Buyer/Landlord shall hold the
29 security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in
30 the Landlord-Tenant Actions, of the state of . Landlord is hereby authorized to expend from
31 this deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant
32 or Tenant's guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery
33 of possession by Landlord (whichever is later), Landlord shall either return to the Tenant the full security
34 deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which
35 the security deposit or any portion thereof is being withheld along with the balance of the security deposit,
36 if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss
37 due to Tenant's non-performance, then Tenant agrees to pay such additional amount upon notification of the
38 dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment
39 of rent due under the terms of this lease. The security deposit refund may be in one check, jointly payable
40 to all Tenants and such refund check and itemized of deduction may be mailed to one Tenant only.
41
42 NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT.



43 5 RETURNED CHECK.

44 There shall immediately accrue a charge of \$ as additional rent, for each event of any check
45 delivered to the Landlord, which upon presentation to the designated depository thereon, is dishonored
46 for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such as
47 occurrence, Landlord may require all subsequent amounts payable under this lease to be paid by Tenant in
48 the form of cash, cashier check or money order.

49 6 USE OF PROPERTY.

50 Tenant agrees that the property shall be occupied by no more than person(s), as a residence for Tenant
51 and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified
52 herein, and shall not be used for any other purpose whatever, however, Tenant shall be permitted to entertain
53 guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws
54 regulating the use of property. Failure to comply will cause a default of this agreement.

55 7 GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.

56 Before possession, and if required by any applicable governmental authority, Landlord shall comply with
57 occupancy code requirements. Tenant shall obtain an occupancy permit.

58 8 POSSESSION.

59 Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the
60 term hereof without interference by the Landlord provided that Tenant observes and performs all of the
61 agreements contained therein. Landlord's liability for failure to deliver possession on the specific date shall
62 be limited to abatement of rent from Tenant until possession is delivered.

63 9 ILLEGAL DRUG WARNING.

64 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all
65 applicable penalties. In the event Tenant or any member of Tenant's family or any of Tenant's guests,
66 invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal drugs while
67 on Landlord's property, it shall be just cause for the termination of this lease and the eviction of the Tenant.
68 Tenant warrants to Landlord that Tenant or any other of the property has never been convicted of crimes
69 related to methamphetamine.

70 10 ACCESS BY LANDLORD.

71 Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy
72 but no later than the first day of the term hereof. Landlord shall be entitled and shall have the right, at
73 all reasonable times, to inspect said property for any damage or destruction or to determine whether or not
74 Tenant is performing and observing all of the agreements contained herein, and for the purpose of making
75 any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this lease,
76 Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to
77 prospective tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any
78 member of Tenant's family or any of Tenant's guests, invitees, agents or employees for any loss, injury or
79 damage to them or their personal property from any cause whatsoever, except Landlord's gross and willful
80 negligence.

81 11 RESPONSIBILITIES OF LANDLORD.

82 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost
83 to maintain the residence in good and habitable condition including costs associated with reasonable wear



84 and tear of the tenant, except as provided for damages caused by Tenant's neglect and except as provided
85 for in Section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord as regards to
86 any prior use of the property as a lab, production or storage site of methamphetamine or was the residence
87 of a person convicted of crimes related to methamphetamine.

88 **12 LIABILITY AND INDEMNITY.**

89 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the premise for
90 personal injury, property damage or other losses to such persons or their property caused by theft, burglary,
91 assault, other crimes, fire, water, ice, wind, rain, smoke or other cause. Furthermore, Tenant agrees to
92 indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any
93 person, or for damage of property arising from the use and occupancy of the premises by Tenant or from
94 the act or omission of any person or persons, including Tenant in or about the leased premises with the
95 express or implied consent of Tenant. Landlord requires Tenant to obtain personal household contests and
96 personal liability insurance, (See Section 14) Landlord shall have no duty to furnish smoke detectors, except
97 as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing
98 batteries (See Section 14.)

99 **13 MULTIPLE TENANTS.**

100 Each Tenant is jointly and individually liable for all obligations and sums due under lease agreement. A
101 lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice
102 to all Tenants.

103 **14 RESPONSIBILITIES OF TENANT.**

104 In addition to other responsibilities set forth in the lease, Tenant shall:

- 105 i) Pay all utilities when due including, if applicable, electric, gas, water, and snow/trash removal. Tenant
106 shall make arrangements for such services prior to occupancy and shall maintain such services (and,
107 when necessary, provide heat for the building) throughout the term of the lease;
- 108 ii) Obtain personal liability insurance and, if desired, personal household contents insurance;
- 109 iii) Inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries
110 when needed;
- 111 iv) Change furnace filter regularly (at least every three months) if residence has a forced air system;
- 112 v) Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- 113 vi) Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly;
- 114 vii) Comply fully with subdivision/condominium rules and regulations, a copy of which, if applicable, is
115 attached.

116 Except where following exterior maintenance items are provided for by the subdivision/condominium,
117 Tenant shall also:

- 118 (a) Keep sidewalks and driveways free from snow, ice and anything that may present a danger to
119 Tenant or others.
- 120 (b) Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
- 121 (c) Provide the necessary and proper care for shrubs and trees.
- 122 (d) Maintain gutters and downspouts so as to be clean and operable.

123 It is further understood, acknowledged and agreed that Tenant shall:



- 124 viii) Be responsible for the cost of repairs of glass, screens and doors if damaged by accident or neglect of
125 Tenant or anyone else;
- 126 ix) responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported
127 to Landlord thirty (30) days or later after possession;
- 128 x) Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or
129 caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such
130 condition was not reported, in writing, to Landlord before damage occurred;
- 131 xi) Be responsible for the cost of garbage disposal (if any), bathtub, toilets or drains, if caused by rags,
132 excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- 133 xii) Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident
134 or negligence of Tenant or Tenant's invitees or guests; and
- 135 xiii) Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended,
136 would result in damage to the residence.
- 137 In addition, it is understood, acknowledged and agreed that Tenant:
- 138 xiv) Shall keep no pets on the property without the express written consent of Landlord;
- 139 xv) Shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without
140 the written consent of Landlord;
- 141 xvi) Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon
142 termination of this lease; (Landlord agrees to change locks upon request of Tenant and receipt of
143 payment for the applicable locksmith or other contractor service fee;)
- 144 xvii) Shall not park or allow guests to park anywhere on the property except in regular spaces provided for
145 such vehicle parking;
- 146 xviii) Shall not park or store any residential vehicle, trailer or commercial vehicle on the property without
147 the written consent of Landlord;
- 148 xix) Shall not store flammable or hazardous materials, except nominal amount of gasoline, which is to be
149 stored in proper containers;
- 150 xx) Shall refrain from activities of any kind that would interfere with neighbor's peaceful enjoyment of the
151 property they occupy;
- 152 xxi) Shall not assign this lease or sublease or rent any portion of the property to anyone else;
- 153 xxii) Shall keep Landlord informed at all times of Tenant's current phone numbers (residents, work and cell)
- 154 xxiii) Shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the
155 property and shall pay Landlord's cost of professional carpet cleaning to be done after vacating;
- 156 xxiv) Shall pay all attorney fees and court costs in the event legal proceeding are instituted by Landlord
157 for non-payment of rent or late charges or any other breach of this lease by Tenant, including eviction
158 cost.
- 159 THE FAILURE OF FULFILLMENT RELATED TO ANY OF THE RESPONSIBILITIES LISTED
160 ABOVE IN THIS SECTION LEADS TO APPLYING A MINIMUM "VIOLATION FEE" OF \$
161 PER ITEM/EVENT IN ADDITION TO ANY OTHER EXISTING FEES AND COSTS.

162 15 HOLDOVER.

- 163 If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term or
164 any renewal or extension period or the move-out date agreed to by the parties), Tenant shall be liable to
165 pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers
166 for damages (i.e., lost rent or profits of sale, lodging expenses and attorney fees)



16 DESTRUCTION OF PROPERTY.

In the event the property is rendered partially uninhabitable by fire or other causality, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within thirty (30) days after the date of the damage or loss, then Tenant shall have the option of termination this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other causality, the lease shall immediately terminated.

17 CONDEMNATION.

In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

18 DEFAULT BY TENANT.

In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this Section shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

19 ABANDONMENT.

In Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peacefully enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

20 INSPECTION OF PROPERTY.

Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, filth and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any
manner without written acknowledgment of all parties.

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206 **21 SPECIAL AGREEMENTS.**

207

208 **22 ACKNOWLEDGMENT & SIGNATURES.**

1st Tenant:

Full Name: Signature: Date:

2nd Tenant:

209 Full Name: Signature: Date:

Property Manager / Landlord:

Full Name: Signature: Date:

Landlord Initials:

Tenant(s) Initials: /

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