**LEASE AGREEMENT**

AGREEMENT OF LEASE, executed this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ (*enter day, month, year*) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as Landlord, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_referred to as Tennant, whether one or more.

**1. Rent.** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the premises known as including the following personal property, \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_to use and occupy as a strictly private residence by the Tenant for the following term (*check one*):

( ) A. Month-to-Month tenancy, at a monthly rental of $\_\_\_\_\_\_\_, payable in advance on the \_\_\_\_\_\_\_ of each month at the office of the Landlord, the first such payment being made herewith.

( ) B. For a term to commence of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_, (*enter day, month, year*) and to end on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_ (*enter day, month, year*) unless sooner terminated as hereinafter provided, the Tenant paying the Landlord at his office for rent the sum of $\_\_\_\_\_\_\_ payable in advance upon the \_\_\_\_\_\_\_ day of each and every month of the term hereof, the first such payment being made herewith.

**2. Late Charge.** If rent is not received within five days following the due date, a late charge of ten percent will be assessed. ($ )

**3. Utilities.** The Tenant is to pay all utilities.

**4. Rules and Regulations.** The Tenant agrees for himself, his family, his licensees, his invitees and guests to conform to the Rules and Regulations governing the premises and to any reasonable changes or new regulations that the Landlord may deem necessary. Tenant also agrees to abide by all laws or regulations of all governmental authorities. Premises shall be occupied only by the undersigned adults and immediate family.

**5. Security Deposit.** The Tenant has deposited, and the Landlord hereby acknowledges the receipt of , security in the amount of $ \_\_\_\_\_\_\_ (By \_\_\_\_\_\_\_) for the faithful performance of all the terms of this lease. Upon termination of the tenancy the money held as security by the Landlord may be applied to the payment of damages which the Landlord has suffered by reason of the Tenant’s noncompliance with the rental agreement. The balance, if any, and a written itemization, shall be delivered or mailed to the Tenant within fourteen days after demand and designation of the location where payment may be mailed. Under no circumstances can said deposit be applied by Tenant to pay rents due.

**6. Pets.** A.) Not Allowed \_\_\_\_\_\_\_ B.) Allowed \_\_\_\_\_\_\_ with additional security deposit of $ \_\_\_\_\_\_\_ .

**7. Assignment.** This lease may not be assigned or sublet in whole or in part without the written consent of the Landlord.

**8. Access to Premises.** The Landlord or agent, with one (1) day’s notice to the Tenant, shall have free access at all reasonable hours to the premises for the purpose of examining, exhibiting or making alterations. The Landlord may have immediate access in the event of an emergency or for the purpose of making repairs.

**9. Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to the premises without Landlord’s prior written consent. All such alterations, additions, or improvements made by either party shall become property of the Landlord.

**10. Condition of Premises.** Tenant hereby acknowledges that he has examined the premises and that no representation as to the condition or state of repairs thereof have been made by anyone, and the Tenant hereby accepts the premises in their present condition. The Tenant further agrees during his occupancy of the premises to keep them in good repair and, at the expiration of the term, yield and deliver up the same in the condition as when taken, reasonable use and wear thereof alone excepted. It is expressly understood and agreed that the Landlord may have the option of terminating the rental agreement as set forth herein or he may enter upon the premises and make any repairs made necessary by the tenant or his family, guests or invitees and the expense so incurred shall be deemed additional rent, payable to the Landlord on the first day of the month following the incurring of such expense.

**11. Default in Rent.**  If rent, and any additional rent, is unpaid when due, Landlord may terminate this agreement after three (3) days’ notice and take action for possession as provided by the Uniform Residential Landlord and Tenant Act.

**12. Default Other Than Rent.** If the Tenant shall default in fulfilling any of the covenants, agreements or conditions of this lease, other than the covenants for the payment of rent, then the Landlord may terminate the lease by delivering written notice to the Tenant specifying the breach and stating that the rental agreement will terminate 30 days after receipt of the notice if the breach is not remedied in 14 days. If substantially the same acts or omissions reoccur within six months, the Landlord may terminate the lease upon at least 14 days written notice specifying the breach and the day of termination. If this lease is month-to-month, nothing herein contained shall prevent the Landlord from terminating the tenancy at any time upon written notice being given to the Tenant at least thirty (30) days before the rental due date by which the Tenant must vacate the premises.

**13. Extended Vacancy and Abandonment.** If the premises shall become vacant in excess of seven (7) days without prior notice to the Landlord, the Landlord may any time thereafter enter the premises for inspection. In the event the Tenant, without notice, vacates the premises for one full rental period or thirty (30) days, whichever is less, this shall constitute abandonment and the Tenant agrees to surrender to the Landlord the security deposit as Landlord’s fee for re-renting the premises if a new Tenant can be secured. Tenant, however, agrees that his liability to pay the rent provided herein continues for the term of this lease.

**14. Joint Liability.** In the event that this instrument is executed on behalf of the Tenant by more that one person, then the liability of all persons so signing shall be joint and several.

**15. Pet Security Deposit.** If the Tenant is permitted to keep a pet, as allowed in paragraph 6, the Landlord may demand and the Tenant shall pay a pet security deposit in an amount or value not in excess of one-fourth (¼) of one month’s periodic rent.

**16. Modifications.** Any modifications of this agreement shall not be binding upon the Landlord unless the same be made in writing and signed by the Landlord.

**17. Lease binding.** It is agreed that the terms of this agreement are contractual and not mere recitals and

are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**18. Other.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In Witness Whereof, the parties hereto have set their hands and seals on this day, month and year first above written.

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| --- | --- | --- |
| Landlord/Manager |  | Tenant |
| Office Address |  | Tenant |