

LEASE AGREEMENT

DATE: _____

OWNER(S): _____

TENANT(S): _____

PROPERTY ADDRESS: _____

This Agreement, by and between, OWNER(S) and, TENANT(S) for rental of the dwelling located above.

1. **FIXED-TERM AGREEMENT (LEASE):** Tenants agree to lease this dwelling for a fixed term of _____ years beginning on the date first written above. At the end of the lease term this agreement shall expire and the tenancy shall become a month-to-month tenancy only if the Owners accept rent from the Tenants.

RENT: Rent is payable, on the first day of each month, in the amount of \$_____
Rent paid in advance is not refundable.

2. **SECURITY DEPOSIT:** Tenants agree to deposit with the Owners the sum of \$_____, payable **BEFORE** they occupy the premises. Owners may withhold from these deposits only what is reasonably necessary to cover the following tenant defaults: 1) damages to the dwelling, 2) extraordinary cleaning costs following the Tenants departure, and 3) Unpaid rent or various other accrued and unpaid charges. **Tenants may not apply deposits to the last month's rent.**

3. **FORM OF PAYMENT:** Tenants agree to pay rent in the form of a personal check, a cashier's check, or a money order payable to the Owners. Rent shall be sent by mail to:_____
Other forms of payment are not acceptable unless pre-approved by the Owners.

4. **RETURNED CHECKS:** If, for any reason, a check used by Tenants to pay the Owners is returned without having been paid, Tenants will pay a returned check charge of \$25.00 plus the late fee charge if applicable. The second incident of a returned check will result in all further payments of rent being made by either cashier's check or money order **ONLY**.

5. **RENT DUE DATE:** The due date for the rent owing under this agreement is the 1st day of every calendar month, and is late if received on the 5th calendar day or later. If the rent is received by the Owners on the 5th of the month or later, late fees must be added to the rent due.

6. **LATE FEES:** Owners expect Tenants to pay the rent promptly. Should exceptional circumstances prevent prompt payment, Tenants agree to pay a late fee of 10% of the rental payment. Should Tenants claim rent to be late due to a delay in Postal Delivery Service, Owners reserve the right to demand immediate payment by either cashier's check or money order.

7. **REFUND ON TENANTS' DEPOSITS:** Within seven (7) days after Tenants have **COMPLETELY VACATED** the premises, the Owners shall provide written accounting of the disposition of the Tenants' deposits and shall at the same time return all deposits remaining.

8. **TENANT ABANDONMENT OF THE DWELLING:** Should the Tenant abandon the dwelling; the Tenant hereby agrees that all property left at the dwelling shall become the sole property of the Owner. The term "abandonment of the dwelling" shall include the failure to timely pay the rent when due together with: vacating the dwelling for more than 15 days, having the utilities disconnected or other indications that the Tenant has no intention of returning to the dwelling.

9. **UTILITIES/SERVICES:** Tenants are responsible for and agree to pay for all utilities and services. Tenants agree not to hold the Owners responsible for any delay in the installation of electricity, water, or gas or meters therefore, or interruption in the use and services of such commodities.

10. **AMENITY FEES:** The Owners shall pay all amenities fees.

11. **NAILS:** No large nails (larger than 4d) or screws (larger than #6) may be used to hang pictures, wall decorations, or window treatments. No lamps or other fixtures may be hung from the ceiling in any fashion without the prior approval of the Owners.

12. **OCCUPANTS:** The number of occupants is limited to ___ person(s). Only the following persons may live in the dwelling (include birth month and year of all minors):

Name

NO ONE ELSE may live in the premises without the Owners' prior written permission.

13. **GUESTS:** Tenants may house any single guest for a maximum period of fourteen days every six months or for whatever period of time the law allows.

14. **SUBLETTING AND ASSIGNMENT:** Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining the Owners' written permission.
15. **VEHICLES:** Tenants agree to keep a maximum of two vehicles on the premises. These vehicles must be both operable and currently registered. Tenants agree to park their vehicles in assigned spaces at apartment houses or in the driveways of single family dwellings. Tenants agree to keep those spaces clean of oil and other fluid drippings. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles that have exhaust muffling comparable to that of a passenger car are allowed. Only those self-propelled recreational vehicles which are used for regular personal transportation are allowed. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining the Owners written permission. Tenants agree not to repair their vehicles on the premises if such repair will take longer than a single day unless the vehicle is kept in an enclosed garage.
16. **APPLIANCES:** Although there may be appliances in the dwelling, such as a refrigerator, stove, dishwasher, clothes washer, or clothes dryer, the maintenance of these appliances is not included in the rent. The Owners warrant that the appliances are operable at the commencement of this agreement only. If the Tenants choose to use the Owners appliances, the Tenants are responsible for small repairs and maintenance. If the Tenants wish to use their own appliances, they may request that the Owners' appliances be removed from the premises.
17. **TENANT INSPECTION:** Tenants have inspected the dwelling and its contents and agree that they are in satisfactory order, as are the electrical, plumbing, and heating systems.
18. **NOTIFICATION OF SERIOUS BUILDING PROBLEMS:** Tenants agree to notify the Owners immediately upon first discovering any signs of serious building problems such as a crack in the foundation, a tilting porch, a crack in the walls or ceiling, moisture stains on the ceiling, a leaking faucet or water heater, or termite activity. Any suspected problem that the Tenants may observe will be reported to the Owners immediately.
19. **REASONABLE TIME FOR REPAIRS:** Upon being notified by the Tenants that there is some defect which is hazardous to life, health, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making the repairs due to difficulty in scheduling the work or obtaining parts, or for any other reason beyond the Owners control, Owners agree to keep the tenants informed about the progress of the work.
20. **WINDOWS:** Except for those windows which are noted in writing as being cracked or broken when the Tenants move into the premises, Tenants agree to be responsible for any windows which become cracked or broken during the term of this agreement which were broken either by Tenants or guest(s) of Tenants. The Tenants may hire a glazier or submit a maintenance request to the Owners. If the Tenants submit a maintenance request, Owners

will charge no more than the least expensive written bid for the work which the Tenants can obtain.

21. **DRAIN STOPPAGES:** As of the date of this agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept such things as diapers, sanitary napkins, tampons, toys, excessive amounts of toilet paper, balls of hair, grease, oil, table scraps, clothing, sand, dirt, rocks, or newspaper. Tenants agree to pay for clearing the drains of any and all stoppages except those which a plumber attests in writing were caused by defective plumbing, tree roots, or acts of God. Tenants agree never to use any chemical product such as Drano, Liquid Plumber, or any other chemical for the purpose of unclogging a drain.
22. **TRASH:** Tenants agree to dispose of ordinary household trash by placing it into a receptacle for periodic collection as arranged and paid for by the Tenants. Tenants agree to dispose of their extraordinary household trash such as Christmas trees, damaged furniture, broken appliances, and similar large items by hauling it to the county landfill or paying someone else to accomplish the disposal.
23. **DAMAGE:** Tenants agree to pay for repairs of all damages which they or their guests may cause.
24. **LOCKS:** Tenants agree that they will not change the locks on any door or mailbox without first obtaining the Owners' written permission. Having obtained permission, the tenants agree to pay for changing the locks and to provide the Owners with one duplicate set of keys per lock within three (3) days.
25. **ALTERATIONS, DECORATIONS, AND REPAIRS:** Except as provided by law, Tenants agree not to alter or decorate their dwelling without first obtaining the Owners' written permission. Decorations include painting and wallpapering. Further, Tenants agree not to repair their dwelling or anything belonging to the Owners without first obtaining the Owners' written permission unless such repairs cost less than one hundred (\$100.00) dollars and the Tenants agree to make full payment for the repairs. Tenants shall hold the Owners harmless for any mechanics reins or proceedings which the Tenants cause. When approved by the Owners, the Tenants plans for alterations and decorations shall bear a determination regarding ownership. If the Tenants are able to convince the Owners that the Tenants can remove the alterations or decorations and restore that part of the dwelling to its original condition, then the Owners may grant the Tenants the right to remove them. Otherwise, any alterations or decorations made by the Tenants become the property of the Owners when the Tenants vacate the premises. Repairs required through damage caused by the Tenants or guests of the Tenants shall be charged to the Tenants as additional rent.
26. **PAINTING:** Owners reserve the right to determine when the dwelling will be painted unless there is any law to the contrary.

27. **ACCESS:** Owners recognize that the Tenants have a right to privacy and wish to observe that right scrupulously. At certain times however, the Owners, their employees, or agents may have to gain access to the Tenants' dwelling for purposes of showing it to prospective Tenants, purchasers, lenders, or others, or for repairs, inspections, or maintenance. When seeking access under ordinary circumstances, the Owners will schedule entry between the hours of 8:00 AM and 5:00 PM, Monday through Saturday, excepting Holidays. The Owners will provide the Tenants reasonable notice of twenty-four (24) hours, or less with the Tenants concurrence. In emergencies, there may be no notice.
28. **PEACE AND QUIET:** The Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises and disturbances and to keep the volume of their music and broadcast programming at a level that does not disturb their neighbors' peace and quiet.
29. **TELEPHONE:** If and when a Tenant installs a telephone in the dwelling, they will furnish the Owners with their number within five (5) calendar days. The Tenants will advise the Owners if the number is unlisted or other reasonable restrictions for their number. If the Tenant chooses not to install a telephone, the Owners will be notified within five (5) calendar days of such decision.
30. **BUSINESS USE:** The Tenants agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining the Owners' written permission.
31. **LAWFUL USE:** Tenants agree that they will not engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.
32. **INSURANCE:** The Owners have obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Owner negligence. Owners' insurance does not cover the Tenants' possessions or Tenants' negligence. The Tenants shall obtain an insurance policy to cover damage to or loss of their possessions, as well as losses resulting from their negligence.
33. **INSURANCE CONSIDERATIONS:** Tenants agree that they will do nothing to the premises nor anything on the premises which will result in an increase in the Owners' insurance policy premium and/or endangering of the premises. Neither will the Tenants allow others to do so.
34. **FIRE OR CASUALTY DAMAGE:** During any time when the dwelling cannot be used because of fire or casualty damage, Tenants are not responsible for the payment of rent. Should a portion of the dwelling become unusable due to fire or casualty damage, the Tenants are not responsible for payment of rent on that portion of the dwelling. In either case, the Owners reserve the right to decide whether the dwelling is usable and what portions are usable. The Owners are not responsible for repairing or replacing any improvements made by the Tenants if those improvements are damaged. Should the fire or

casualty damage have been caused by the Tenants own action or neglect, they shall NOT BE RELIEVED of the responsibility for payment of the rent and they shall also bear full responsibility for all repairs of the damage.

35. **RULES AND REGULATIONS:** The Owners existing rules and regulations, if any, shall be signed by the Tenants, attached to this Agreement, and incorporated into it. The Owners may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify the Tenants' rights substantially, and not become effective without notice of at least two (2) weeks.
36. **SERVICE OF PROCESS:** Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.
37. **CHANGES IN TERMS OF TENANCY:** Owners shall advise the Tenants of any changes in the terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.
38. **NOTICE OF INTENTION TO VACATE:** When the Tenants have decided to vacate the premises, they will give the Owners written notice of their intentions at least 30 days prior to their departure, and they will give an exact date when they expect to be completely moved from the premises.
39. **POSSESSION:** The Owners shall endeavor to deliver possession to the Tenants by the commencement date of this Agreement. Should the Owners be unable to do so, they shall not be held liable for any damages the Tenants suffer as a consequence, nor shall this Agreement be considered void unless the Owners are unable to deliver possession within ten (10) days following the commencement date. The Tenants' responsibility to pay rent shall begin when they receive possession.
40. **SALE OF THE DWELLING:** Upon the expiration of this agreement, and if the Tenants remain in possession as a month-to-month Tenant, the Owners may sell this dwelling or otherwise transfer its Ownership to another party, and shall have the right to terminate the tenancy by giving the Tenants written notice of at least sixty (60) days, notwithstanding any conflicting occupancy rights Tenants might have. Should the Tenants have conflicting occupancy rights guaranteed them by law, these legal rights shall prevail.
41. **ILLEGAL PROVISIONS NOT AFFECTING LEGAL PROVISIONS:** Whatever item in this Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in this Agreement, and it shall not affect the validity of any other item in this Agreement.
42. **NON-WAIVER:** Should either the Owners or the Tenants waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a

continuing waiver of any later breach. Although, the Owners may know when accepting rent that the Tenants are violating one or more of this Agreement's conditions, the Owners, in accepting the rent, are in no way waiving their rights to enforce the breach. Neither the Owners nor the Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

- 43. **REFERENCES IN WORDING:** Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to the Owners' and Tenants' heirs, executors, administrators or successors, as the case may be.
- 44. **ENTIRE AGREEMENT:** As written, this Agreement constitutes the entire agreement between the Tenants and the Owners. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or verbal.
- 45. **CONSEQUENCES:** Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate section/s of the applicable code.
- 46. **ATTORNEY'S FEES:** If either party to this Agreement shall bring a cause of action against the other party for enforcement of the Agreement, the prevailing party SHALL NOT RECOVER reasonable attorney's fees involved.
- 47. **ACKNOWLEDGMENT:** The Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy of this Agreement.

Tenant

Owner

Tenant

Owner