

LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the landlord: _____

Name(s) of the tenant(s): _____

2. LEASED PREMISES

The **leased premises** is the place that **landlord** agrees to lease to **tenant**. The leased premises is: _____

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on _____

This lease ends on _____

THIS LEASE CONTINUES, AFTER THE ENDING DATE, FROM MONTH-TO-MONTH AS LONG AS THE LANDLORD AND THE TENANT AGREE.

4. RENT

The amount of **rent** is: \$ ____ (\$ HAP \$ TENANT RENT) **each** month.

Tenant agrees to pay the monthly rent in advance on or before the 1ST day of each month. **Landlord** does not have to ask (**MAKE DEMAND UPON**) **tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**.

Tenant agrees to pay a **LATE CHARGE** of \$ ____ N/A ____ per day if **tenant** does not pay the rent on time. If **tenant** mails the rent to **landlord**, the date of payment will be the date the letter is postmarked.

5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$ 0

Tenant agrees to pay the security deposit to **landlord** before the lease starts and before **landlord** gives possession of the leased premises to **tenant**.

Landlord can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

Tenant agrees to give landlord a written forwarding address when **tenant** leaves and the lease ends.

Tenant may not use the security deposit as payment of the last month's rent.

6. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give **tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased premises because the prior tenant is still in the leased premises or the leased premises is damaged. ***IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.***

7. DAMAGE TO LEASED PREMISES

Tenant agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that *could* damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, **tenant** may:

1) live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

OR

2) end the lease and leave the leased premises.

Tenant agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

8. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises.

9. ASSIGNMENTS OR SUBLEASES BY TENANT

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease.

Tenant agrees not to transfer (**assign**) this lease to anyone else without the written permission of **landlord**.

A *sublease* is a separate lease between the tenant and another person who leases all or a part of the leased premises from the tenant.

Tenant agrees not to lease (**sublease**) all or any part of the lease premises to anyone else without the written consent of **landlord**. **Tenant** agrees that if **tenant** transfers this lease (**assigns**) or leases all or a part of the leased premises to another (**sublease**), **tenant** has violated this lease.

10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people caused by **landlord** (or **landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **tenant**, **tenant's** family or guests.

Tenant agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless **landlord** was negligent.

11. USE OF LEASED PREMISES

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that **tenant** will not allow more than ___ people to occupy the leased premises without the written permission of **landlord**.

12. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the leased premises. If **tenant** violates any rules or regulations for the leased premises, **tenant** violates this lease.

13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the **landlord's** mortgage company. In other words, **tenant's** rights under this lease are **subordinate** to **landlord's** mortgage company. If **landlord** does not make the mortgage payments, the mortgage company may have the right to end the **landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

Tenant agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees that this lease is **subordinate** to the **landlord's** mortgage.

14. CARE OF LEASED PREMISES

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to landlord when the lease ends.

15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that **landlord** and **landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and **landlord's** representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.

16. UTILITY SERVICES

Landlord and **tenant** agree to pay for the charges for utilities and services supplied to the leased premises as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable	_____
Electric to Premises	_____
Water Service	_____
Natural Gas	_____
Refuse Collection	_____
Lawn Maintenance	_____
Snow and Leaf Removal	_____
Water Softener Charges	_____
Sewer Charges	_____
Condominium Fee	_____
Homeowner's Association Fee	_____
Parking Fee	_____
Pest Control Charges	_____
Other:	_____

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

17. GOVERNMENTAL POWER OF EMINENT DOMAIN.

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. **Landlord** and **tenant** agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

18. VIOLATIONS OF THIS LEASE

WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.

EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.

_____ **THIS IS A JOINT AND SEVERAL LEASE**
_____ **THIS IS NOT A JOINT AND SEVERAL LEASE**

IF THIS IS NOT A *JOINT AND SEVERAL LEASE*, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.

IF THIS IS A *JOINT AND SEVERAL LEASE* IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR *ALL* OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE *ALL* OF THE TENANTS (*JOINTLY*) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY *ONE* TENANT SEPARATELY (*SEVERALLY*) FOR *ALL* OF THE UNPAID RENT.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,
- 4) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.

IF TENANT VIOLATES THE LEASE , EACH TENANT AGREES TO WAIVE *NOTICE TO QUIT*. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT *NOTICE TO QUIT* FIRST. *LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION)*. *THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.*

THE LANDLORD DOES *NOT* HAVE THE RIGHT SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING *NOTICE TO QUIT*, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:

1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.

2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).

3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.

Tenant agrees that **landlord** may receive reasonable attorneys fees as part of a court judgment in a lawsuit against **tenant** for violation of the agreements of the lease.

19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and **tenant** agree that the additional agreements marked with a "yes" are part of this lease agreement.

- YES—NO = CHECK-IN AND CHECK-OUT PROCEDURES
- YES—NO = RULES AND REGULATIONS
- YES—NO = TENANT'S RIGHT TO CONTINUE LEASE
- YES—NO = NO PET AGREEMENT
- YES—NO = SINGLE FAMILY RESIDENCE AGREEMENT
- YES—NO = OTHER:

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE SIGNED BY LANDLORD: _____

LANDLORD:

DATE SIGNED BY TENANT(S): _____

TENANT(S):

