

**RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as Landlord, and \_\_\_\_\_ hereinafter referred to as Tenant.

**WITNESSETH:**

That, Landlord does hereby let and lease unto Tenant the following residential premises:

Unit # \_\_\_\_\_, located at \_\_\_\_\_,  
Said unit includes: \_\_\_\_\_ which shall be assigned to Tenant;

**TERMS:** To have and to hold on a \_\_\_\_\_ basis beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_ and on a \_\_\_\_\_ basis thereafter.

**RENT:** Tenant agrees to pay Landlord as rent for the above described premises, the sum of \_\_\_\_\_ dollars per month payable by the \_\_\_\_\_ day of each and every month in advance, beginning on \_\_\_\_\_, 20\_\_\_\_ Should rent not be received by the Landlord by the \_\_\_\_\_ of each month, then the monthly rent hereunder shall be increased by \_\_\_\_\_ dollars for that particular month.

**CHANGES TO RENT:** Landlord may at any time during the term hereof and upon reasonable notice change the amount of rent upon delivery of such notice to Tenant. If the term provided above is other than month to month, the amount of rent will remain unchanged to the expiration of said term.

**SECURITY DEPOSIT:** The Tenant has paid to the Landlord the sum of \_\_\_\_\_ dollars as a security deposit, which sum shall be refunded by the Landlord to the Tenant within thirty (30) days after the expiration of this Lease, or any extension thereof, provided that all of the terms and conditions of this Lease shall have been fully complied with by the Tenant, and any retention of the Tenant's security deposit by Landlord shall be in addition to any other remedies to which the Landlord may be entitled to under the law.

**USE OF PROPERTY:** The premises shall be used only as a private residence for not more than \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren). Tenant agrees that no occupants exceeding the number(s) stated herein shall occupy the premises, except upon the prior written consent of Landlord. In that event, Tenant shall pay as additional rent of \$\_\_\_\_\_ per person per day for each day of additional occupancy. Tenant shall not violate any Federal, State, County or local law within the premises. No business use of the premises shall be made.

**CONDITIONS AND REPAIRS:** Tenant has inspected and accepts the premises and all improvements, furnishings and fixtures therein as being in good condition, and agrees to maintain the same in said condition. Any exceptions to Tenant's acceptance of the premises must be expressed in writing signed by the Tenant AND Manager, prior to commencement of the Lease term. Any such list of exceptions shall be attached to this Lease as an exhibit. Tenant agrees not to alter, install fixtures or improvements in, paint, or redecorate the premises or any part of the property without the prior written consent of Landlord. Tenant waives all rights to make repairs at the expense of Landlord, except as provided by law, upon reasonable notice of the condition affecting the habitability of the premises, not caused by Tenants duties under law or this agreement. All costs of restoring the premises or property to its prior condition resulting from Tenant's violation hereof or violation by Tenant's children, guests or invitees shall be promptly paid by Tenant.

**UTILITIES:** Tenant agrees to pay for all electric, gas, telephone, sewerage/sewage, garbage and trash pick up charges.

**WATER BEDS/ANTENNAE:** No water bed or similar device shall be placed in the premises without the prior written consent of Landlord which is not obligated to grant such consent. If such consent is granted, Tenant shall promptly deposit with Landlord proof of adequate insurance satisfactory to Landlord naming Landlord as a beneficiary, and Tenant shall maintain said device in a fully lined manner. Tenant shall promptly pay Landlord all damages resulting from any leak in or of said device. No exterior antenna or wires, therefore, shall be maintained by Tenant without the express written consent of Landlord.

**TERMINATION:** Either the Landlord or the Tenant may terminate this Lease at any time, after the expiration of the original term of this Lease, upon giving at least thirty (30) days advance written notice of said termination by delivering it to the other party hereto. Tenant shall upon termination of this Lease, surrender up and deliver the above described premises, together with all improvements and items of personal property owned by the Landlord and left on the premises in as good order and repair as when first received, reasonable wear and use thereof and damage by fire and the elements, excepted.

In the event that the Tenant shall fail to pay the monthly rental on the date it is due, as provided for herein, or should the Tenant commit any waste or destruction upon the above described premises, or violate any covenant or term of this Lease, vacate or abandon the premises at any time during the term of this Lease, then the Landlord shall have the option to terminate the Tenant's right to possession of the above described premises and the Landlord shall have the right to enter upon the above described premises and to remove the Tenant and any occupant of the above described premises, and the Landlord shall then have exclusive possession of the above described premises. The exercise of any of the preceding rights by the Landlord upon Tenant's default shall not relieve the Tenant of his obligation to pay rent which may be past due or due and payable.

**SUBLEASE:** It is agreed that this Lease shall not be assigned, transferred, or the above described premises, or any part thereof, sublet or under-leased or under-rented without the prior written consent of Landlord and subject to such additional conditions as Landlord may impose; and any attempted assignment or transfer hereof or subletting or under-renting without such written consent of Landlord shall be wholly null and void.

**LIABILITY:** It is agreed that the Landlord shall not be liable for any damage or injury, either to the person or the property of the Tenant or any members of his family or guests, or invitees of the Tenant, due to the act or neglect of the Landlord or of the Tenant; and the Tenant agrees to defend and save Landlord harmless from any demand or action arising out of or resulting from any such damage or injury.

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials

\_\_\_\_\_  
Tenant's Initials

**INSPECTION:** The Tenant agrees that Landlord and their agents shall have the right to enter the above described premises at reasonable hours for the purpose of inspecting the same and making such alterations and repairs as are, in the opinion of Landlord, reasonably necessary for the safety and preservation of the above described premises and to take such materials into or upon said premises as may be reasonably necessary for the safe and economical accomplishment of said purposes, without in any way being deemed guilty of an actual or constructive eviction of Tenant. The Tenant also agrees to allow the leased premises to be shown by Landlord or their agents to persons desiring to rent or purchase the same, at reasonable hours and upon reasonable advance notice.

**PETS:** No animal(s), bird(s), reptile(s) or pets of any kind shall be permitted in the premises without written consent of the management. A signed Pet Agreement and full payment of additional Security Deposit(s) is required if a pet is to be kept on or in the premises. All pets must be kept under control at all times.

**PERSONAL PROPERTY:** The personal property of the Tenant shall be at the sole risk of Tenant.

**DESTRUCTION/CONDEMNATION:** If any partial destruction occurs to the premises or to the building containing the premises, through fire, casualty or other cause, Landlord shall timely repair the same, provided such repairs can reasonably be made within thirty (30) days under the laws of appropriate governmental entities, provided that the cause or casualty is covered by Landlord's fire and/or extended coverage insurance policies in force at the time of said destruction. Said partial destruction shall in no way void this Lease, except Tenant shall be entitled to a proportion of rent reduction while such repairs are being made, based on the extent to which such damage and repairs shall interfere with the normal use and occupancy of the premises by Tenant. Landlord retains the sole authority to determine the premises to be uninhabitable as a result of any such partial destruction and in the event may terminate this Lease upon appropriate notice. If such repairs cannot be made within thirty (30) days under the laws of proper governmental authorities and/or are not covered by Landlord's insurance policies, this Lease may be terminated by either party upon appropriate notice. Tenant is fully liable for all loss and/or destruction, whether partial or whole, caused by Tenant. If any part of the premises or the building in which he premises are located shall be taken or condemned by a public or quasi-public use, then this Lease shall terminate as of the date title shall vest in the condemnor.

**SUBORDINATION:** This Lease shall be subordinate and junior to any and all liens and encumbrances, whether existing or to be existing, placed by Landlord on the property of which the premises are a part.

**VEHICLES:** Tenant agrees to park vehicles only in the parking spaces assigned to the premises, and designated open space parking areas, or on the public street. No motor vehicles, nor any part thereof, shall be placed in any enclosed building within the property. Tenant shall maintain any inoperable vehicle upon the premises no more than twenty-four (24) hours. Without the prior written consent of Landlord, parking spaces shall be used only for the parking of passenger automobiles or light utility vehicles used for the personal transportation of Tenant. There shall be no parking of other trucks, trailers, recreational vehicles or boats in any such stall or space and any such vehicle whose ownership is unknown, or which is not moved on demand may be towed away and stored at its owner's expense.

**MULTIPLE TENANTS:** If there is more than one Tenant: 1) any Tenant may give notice to Landlord provided for by this Lease and such notice shall bind all other Tenants, 2) any notice to be given by Landlord to Tenant pursuant to this agreement may be given to any such Tenant, 3) no deposit need be refunded by Landlord if less than all Tenants vacate the premises and any refund of the deposit may be made to the last remaining Tenant or Tenants left in possession; and 4) each Tenant shall remain bound to all the terms and conditions of this Lease until this Lease is terminated or unless the Tenant is released by Landlord in writing. It is the responsibility of multiple Tenants to make arrangements between themselves as to deposits or other fees paid by them jointly to Landlord if less than all such Tenants vacate the premises without termination of this Lease. Landlord may make the refund or any amounts owing to Tenant under this Lease by joint check to the remaining Tenants. Tenant agrees that if any Co-Tenant whether qualified pursuant to the entrance and application standards of Landlord, or not so qualified, vacates the premises, the remaining Tenant must reapply under said standards, qualify and sign a new Lease Agreement in order to retain possession of the premises.

**FACILITIES USE:** Tenant recognizes that the property may have facilities, areas and amenities which may be hazardous to an unsupervised child and persons not complying with the rules and regulations of the property. Such facilities, areas and amenities may include, but are not limited to: 1) swimming pools without supervision or lifeguard, 2) fountains and/or ponds, 3) open balconies or verandas, 4) recreation room and office, 5) sprinklers and other landscape maintenance devices, 6) sidewalks and walkways, 7) stairways and/or elevators, and 8) parking lots.

**BREACH:** In the event of any breach of this Lease by Tenant, then Landlord, in addition to any other rights and remedies, shall have the lien granted by law upon all baggage and other property of Tenant, and may enforce said lien as provided by law said lien may be enforced when either rent or other charges are deemed due and unpaid and regardless of whether a thirty (30) day notice to quit, or a three (3) day notice to quit or pay shall have been served. If it is determined that there has been a breach of this Lease by Tenant, then Landlord, as provided by law, shall have the right of re-entry and may remove any and all personal property and effects of Tenant and may retain possession of such personal property until all charges of every kind, including rent, cleaning, shortages, damages to the premises and reasonable cost of storage shall have been paid in full. Enforcement of the lien shall not operate to waive any rights of the Landlord in unlawful detainer or otherwise.

**UNENFORCEABLE PROVISIONS:** If any provision of this Lease shall be held by a court of competent jurisdiction to be void or unenforceable, the balance hereof shall nevertheless be carried into effect.

**TIME:** Time is of the essence of this Lease and each provision herein. All rights, remedies, elections and powers granted Landlord by this Lease or by law are cumulative, and no one remedy is exclusive of any other(s). Landlord's waiver of any term(s) or conditions hereof shall not constitute a continuing waiver thereof, or of any other or subsequent breach thereof. This Lease shall be binding upon the heirs, administrators, successors and assigns of all parties hereto, and all of the parties hereto shall jointly and severally be liable hereunder, but nothing in this paragraph shall be construed as consent by Landlord to any assignment of this Lease by Tenant.

**ENTIRE AGREEMENT:** Concerning this Lease and rental of premises, it is not the policy of Landlord or its agents to enter into any oral agreement or to rely upon any oral representations, except as memorialized in writing herein.

**IN WITNESS WHEREOF,** Landlord and Tenant have signed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT