

## Residential Lease

This Lease is entered into by and between \_\_\_\_\_  
hereinafter referred to as "Landlord" with an address of \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ hereinafter referred to as "Tenant" with an  
address of \_\_\_\_\_.

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

**1. PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following premises: \_\_\_\_\_  
\_\_\_\_\_.

**2. TERM.** The term of this Lease will be for \_\_\_\_\_, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ unless sooner terminated according to the provisions hereof. Upon expiration said lease will renew automatically month to month until terminated by either party on thirty days written notice.

**3. RENT.** Tenant agrees to pay Landlord, without any deduction or set off, a total rent of \$\_\_\_\_\_ payable in equal monthly installments of \$\_\_\_\_\_ each in advance, on the first day of each month during the term of this Lease. Rent shall be paid to Landlord at the address first listed above or at such other address as Landlord may specify in writing to Tenant.

**4. SECURITY DEPOSIT.** Upon the execution of this Lease Tenant shall pay to Landlord a security deposit in the amount of \$\_\_\_\_\_ to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this Lease. Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. The security deposit shall be held and applied as provided by the laws of this State. The security deposit may not be applied by Tenant to the payment of rent. If Tenant fully performs his/her obligations hereunder, the security deposit or balance shall be returned to Tenant within \_\_\_\_\_ days after the termination of this Lease.

**5. LATE CHARGES.** If Tenant fails to pay any installment of rent or any other amount within five days of the date the same is due, Tenant shall pay a late payment charge equal to 5% of the base monthly rental.

**6. USE.** The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to \_\_\_\_\_ occupants, including children. Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. Tenant shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere with the enjoyment of other tenants or neighbors. Tenant will not permit any hazardous act or use of the Premises which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the Premises. Tenant will not permit any lien or encumbrance to be placed on the Premises.

**7. UTILITIES.**

Tenant will pay for the following utilities and services furnished to the Premises.

\_\_\_\_\_

Landlord will pay for the following utilities and services furnished to the Premises.

\_\_\_\_\_

**8. MAINTENANCE AND CONDITION.** Tenant acknowledges that it has examined the Premises and that they are in a good and habitable condition. Tenant shall keep the Premises in a clean and sanitary condition and in as good order and repair as they were at the commencement of the Lease, ordinary wear and tear excepted. Tenant shall use all fixtures, appliance and facilities in a reasonable manner. Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises in a habitable condition. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same. Tenant acknowledges that the Premises contain required working smoke alarms and it will be Tenant's responsibility to maintain the smoke alarms in working order during the term of this Lease.

\_\_\_\_\_ will be responsible for lawn care.

\_\_\_\_\_ will be responsible for snow and ice removal and will keep sidewalk and driveway free and clear of snow and ice.

**9. ALTERATIONS.** Tenant shall not paint or deface the Premises or make any alternations, additions or improvements without on each occasion obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alternations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease, provided however, that Landlord, at its options may require Tenant to remove any such alternations, additions or improvements and restore the Premises to its former condition.

**10. DELIVERY OF POSSESSION.** If Landlord is unable through no fault on its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent will be prorated according to when possession is given to Tenant. If Landlord is unable to deliver possession within 30 days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for any delay or failure to deliver.

**11. PETS.** Tenant shall \_\_\_\_\_ shall not \_\_\_\_\_ be allowed to keep any pets(s) on premises. If applicable, attach pet addendum.

**12. QUIET ENJOYMENT.** By paying the rent and observing all the terms and conditions herein, Tenant shall peaceable and quietly have, hold and enjoy the Premises during the term of this Lease.

**13. LANDLORD'S RIGHT TO SHOW.** At any time during the final thirty (30) days of the term of this lease or the extended term if applicable, Landlord or their designated agent, may show said premises to prospective tenants and/or purchasers. Any request for such an inspection shall be upon twenty-four (24) hours notice to Tenant.

**14. ACCESS.** Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs. Landlord may also enter the Premises when the same appear to be abandoned. In an emergency and as permitted by law Landlord may enter the premises without prior notice to Tenant. Landlord will at all times be provided with a key to the Premises. Landlord and Tenant will each provide the other with an emergency phone number.

**15. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord which consent will not be unreasonably withheld. Notwithstanding any assignment or subletting, Tenant will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord to terminate this Lease.

**16. FIRE AND CASUALTY.** This Lease will terminate upon a total destruction of the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises are damaged by fire or other casualty so as to render the Premises unrentable, rent will be abated until Landlord shall have restored such damage, or Landlord elects not to repair such damage, or if such repairs shall not have been completed within 14 days either party may terminate this Lease and rent will be apportioned as of the date of termination.

**17. CONDEMNATION.** If the Premises or any part thereof is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Landlord or Tenant. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to Landlord. Tenant agrees to sign any assignments or other instruments that Landlord may reasonable request to accomplish the foregoing.

**18. INSURANCE.** Landlord shall maintain fire insurance on the dwelling and Tenant shall maintain fire insurance on Tenant's personal property and liability insurance in the sum of at least \$300,000 naming Landlord as additional insured provided adding the Landlord does not increase the liability insurance premium and shall provide Landlord with a certificate of insurance confirming the above coverage.

**19. LOSS AND DAMAGE.** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

**20. INDEMNIFICATION.** Unless caused by the negligence of Landlord, Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.

**21. DEFAULT.** Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- (a) failure to pay any installment of rent or any other amount hereunder on the date the same is due;
- (b) failure to perform or comply with any other agreement, term or condition of this Lease;
- (c) abandonment of the Premises;
- (d) any misrepresentation or omission of any Tenant or any guarantor made to Landlord in connection with this Lease; or

(e) assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against any Tenant or any guarantor.

**22. REMEDIES OF LANDLORD.** Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceedings in accordance with the laws of this State. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant default including, without limitation, loss of rents, attorneys fees, costs of regaining possession and rerenting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

**23. NO WAIVER.** The failure of Landlord to require strict performance of Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

**24. SUBORDINATION OF LEASE.** This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the Premises. Although no further act by Tenant is necessary to accomplish the above. Tenant agrees to sign any other instruments subordinating this Lease as Landlord may reasonably request.

**25. SURRENDER AND HOLDING OVER.** At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of the Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration of this Lease and rent is accepted by Landlord, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

**26. NOTICES.** All notices and communication under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to Tenant at the address of the Premises or to Landlord at the address first written above, or to such other address as either party may specify in writing to the other.

**27. ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.

**28. INVALID PROVISIONS.** If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**29. JOINT AND SEVERAL LIABILITY.** Each person signing this Lease as Tenant shall be jointly and severally liable for the payment of rent and performance of every other term and condition of this Lease.

**30. PARTIES BOUND.** This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

**31. Additional Terms. (If none so state)**

(a) Simultaneously with execution of this Lease, Tenant will provide Landlord with a copy of Tenant's driver's license, most recent pay stub and/or monthly income or financial statement.

(b) Tenant acknowledges receipt of the executed Lead Paint Disclosure documents.

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32. It is further agreed and understood that said premises are rented to Tenant with no detection or smell of smoke or pets. If any odor, discoloration to furnishings or walls and ceiling or other odor (including cooking odor) is detected by Landlord at termination of Lease, then a deduction may be made from security deposit to repaint said premises, clean and shampoo rugs (and furniture) and hire contractors necessary to eliminate said odors and discoloration. If appliances are not left clean at termination of lease Landlord will deduct \$50 per appliance that needs cleaning.

RIDERS. The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.

THIS IS A BINDING LEGAL DOCUMENT, IF ANY PROVISIONS ARE NOT UNDERSTOOD CONSULT AN ATTORNEY BEFORE SIGNING. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE.

IN WITNESS WHEREOF, this Lease is executed under on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

LANDLORD \_\_\_\_\_

LANDLORD \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

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