

# RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is made and entered into on \_\_\_\_\_, by and between:

**LANDLORD/LESSOR:** \_\_\_\_\_, hereinafter referred to as "LANDLORD,"

AND

**TENANT/LESSEE:** \_\_\_\_\_, hereinafter referred to as "TENANT."

## PROPERTY

LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD for residential purposes only, the premises located at:

\_\_\_\_\_

## LEASE TERM

This lease shall be for a fixed term of \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

## RENT

TENANT agrees to pay LANDLORD the sum of \$ \_\_\_\_\_ per month as rent, payable on the \_\_\_\_\_ day of each month.

If rent is not paid by the \_\_\_\_\_ day of the month, TENANT agrees to pay a late fee of \$ \_\_\_\_\_ per \_\_\_\_\_ that the rent remains unpaid.

**Payment Method:** \_\_\_\_\_

## SECURITY DEPOSIT

TENANT shall pay LANDLORD the sum of \$ \_\_\_\_\_ as a security deposit, to be held and disbursed in accordance with state law.

The security deposit will be held by LANDLORD to ensure TENANT's compliance with all terms of this Agreement and may be used for:

- ***Unpaid rent***
- ***Damages beyond normal wear and tear***
- ***Cleaning costs if premises are not returned in same condition as received***
- ***Any other breach of this Agreement***

Security deposit (minus lawful deductions) will be returned to TENANT within \_\_\_\_\_ days after the termination of this Agreement.

## **UTILITIES AND SERVICES**

LANDLORD agrees to pay for all other utilities not specifically assigned to TENANT above.

## **OCCUPANCY**

The premises shall be occupied solely by the named TENANT and the following persons:

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Maximum number of occupants: \_\_\_\_\_

## **PETS**

No pets of any kind are permitted on the premises. TENANT understands and agrees that keeping any animal on the premises will constitute a material breach of this Agreement and may result in termination of the tenancy.

Unauthorized Pet Fee: \$ \_\_\_\_\_ per pet, per day.

## **MAINTENANCE AND REPAIRS**

TENANT shall keep the premises in a clean, sanitary, and good condition. TENANT shall immediately notify LANDLORD of any defects or dangerous conditions.

LANDLORD shall be responsible for repairs to the premises except for the following, which shall be the responsibility of the TENANT:

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**Emergency Contact for Repairs:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

## **ENTRY BY LANDLORD**

LANDLORD shall have the right to enter the premises during reasonable hours to inspect, make repairs, supply services, or show the premises to prospective tenants, purchasers, or contractors. Except in cases of emergency, TENANT's abandonment of the premises, court order, or where it is impractical to do so, LANDLORD shall give TENANT \_\_\_\_\_ hours notice before entering.

## **ASSIGNMENT AND SUBLETTING**

TENANT shall not sublet any portion of the premises or assign this Agreement without the prior written consent of LANDLORD.

## **TENANT'S INSURANCE**

TENANT is not required to maintain rental insurance, but is strongly encouraged to obtain coverage for personal property and liability protection. LANDLORD shall not be responsible for damage to TENANT's personal property.

## **ABANDONMENT**

If TENANT abandons or vacates the premises for \_\_\_\_\_ consecutive days while rent is due and unpaid, LANDLORD may consider the premises abandoned and may retake possession according to law.

## **ATTORNEY'S FEES**

In the event of any legal action concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

## **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_

## **LEAD-BASED PAINT DISCLOSURE**

The premises were built in or after 1978 and are exempt from federal lead-based paint disclosure requirements.

## **ADDITIONAL TERMS AND CONDITIONS**

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## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between LANDLORD and TENANT. No promises or representations other than those contained here and those implied by law have been made by LANDLORD or TENANT. Any modifications to this Agreement must be in writing and signed by both parties.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

### **LANDLORD/LESSOR:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**TENANT/LESSEE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**WITNESS:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SECOND WITNESS:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) who executed the within instrument and acknowledged to me that they executed the same for the purposes therein stated.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]