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:

_____

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:

_____

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.

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: _____