

## Lease Agreement

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_,  
(hereinafter referred to as Management) and

\_\_\_\_\_ and  
\_\_\_\_\_ (hereinafter referred to as Resident). Resident agrees to lease from Management property located at \_\_\_\_\_.

1. **TERM:** The term of this lease agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2. **RENT:** Rent is payable in advance on the first day of each month at a monthly rental of \$\_\_\_\_\_. If rent is not received by the 5<sup>th</sup> day of the month, a late charge of \$25 will be charged and/or additional fees incurred due for any returned checks.

3. **SECURITY DEPOSITS:** Management acknowledges receipt of \$\_\_\_\_\_ as security deposit for resident's fulfillment of this agreement. Deposit will be returned to resident within 30 days after property is vacated if:

- A. Lease term has expired or agreement has been terminated; and
- B. All monies due management by resident have been paid; and
- C. House/Apartment is not damaged and is left in its original condition, normal wear and tear is expected.

4. **RENEWAL TERM:** either party may terminate this agreement at the end of the initial term given, the agreement will be extended on a month-to-month basis with all terms remaining the same until terminated by either party upon 45 days written notice.

5. **EARLY TERMINATION:** Resident may terminate this agreement at the end of the initial term by:

- A. Giving management 45 days written notice; and
- B. Paying all rent (monies) due through the date of termination; and
- C. Paying an amount equal to one month's rent; and
- D. Returning property in a clean, ready-to-rent condition; or
- E. Forfeit of security deposit.

**6. SUBLET:** Resident may not sublet the property or assign this agreement without written consent of the Management.

**7. UTILITIES:** Resident shall be responsible for payment of all utilities incurred with the property, including: garbage, water/sewer, electricity, and gas.

**8. YARD:** Resident agrees to keep yard clean and free of trash, plus water the shrubs as needed. Management does / does not agree to cut the grass on a regular basis depending on the season.

**9. FIRE and Flood:** If the property is made uninhabitable by fire or flood, and is not the fault of the resident, this agreement shall be terminated and the rent prorated.

**10. RIGHT OF ACCESS:** Management may enter the property during reasonable business hours and without notice: for inspection, repairs, display for prospective tenants, maintenance, and improvement. Management may enter at any time to protect life and prevent damage to property.

**11. USE:** The property shall be used for residential purposes only and shall be occupied only by the following adults and minors \_\_\_\_\_.

The property shall not be used in violation of any applicable laws or ordinances nor so as to interfere with other resident's quiet enjoyment. Management reserves the right to control the manner, method, and time of parking spaces. All common areas will be used only in compliance of any or present or future written rules and regulations, either furnished or posted in common areas, and to be used to be used wholly at the risk of the persons making use thereof.

**12. HOLD HARMLESS:** Management shall not be liable for injury or damages to persons or property except where such damage is due to gross negligence. Management agrees to maintain hazard insurance on the dwelling. Resident is responsible for obtaining fire extended coverage, and liability with respect to his/her personal property.

**13. PETS:** Pets are permitted at the discretion of Management, provided they do not constitute a nuisance to other residents and provided the resident deposit an additional damage deposit of \$\_\_\_\_\_, which is non-refundable. Resident recognizes that "reasonable wear and tear" does not include damage caused by pets, and that Management's judgment shall be sole factor in determining pet damage. Pets must be on a leash when outside and cannot be tied to anything outside the premises. All feces in the yard must be disposed of. Pet approval is contingent upon Management's observation of conditions and can be withdrawn at any time.

- 14. **REPAIRS:** Residents accepts the property “as-is.” Resident agrees to keep and return property and fixtures in a clean and sanitary condition and in good repair. Management will make repairs required by law with reasonable promptness and receipt of written notice. If any damage beyond “normal wear and tear” is caused by resident, family, or guests. Resident agrees to pay management the cost of repair within five (5) days of demand. Resident may not alter, paint, paper, redecorate or structurally change the property or remove fixtures without the express written consent of the Management.
- 15. **ROUTINE MAITENANCE FEE:** Resident agrees to be responsible for routine maintenance such as replacement of light bulbs, fuses, or re-lighting of pilot lights. If management is called to perform these services, a \$25.00 fee will be charged.
- 16. **ASSIGNMENT AND SUBLETTING:** Resident shall not assign or sublet premises or any part thereof or secure replacement for resident hereunder without first obtaining the written approval of Management.
- 17. **KEYS:** All keys issued to Resident hereunder shall be returned or the replacement cost hereof paid by Resident when Resident vacates the property.
- 18. **LEGAL FEES:** Resident agrees to pay all legal expenses incurred by Management in the course of collecting monies due Management under this agreement.
- 19. **ENTIRE AGREEMENT:** This agreement, with the attached rules and regulation, constitutes the entire agreement between the Management and Resident. No representation, inducement promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- 20. **SPECIAL STIPULATIONS:** In so far as the following special stipulations conflict with any of the foregoing provisions of this lease, the following shall control:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSES THIS LEASE TO BE EXECUTED BY AUTHORIZED OFFICIALS IN DUPLICATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**MANAGEMENT**

**RESIDENT**

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**Either as an Individual or Agent for Management**

**JOINTLY AND SEVERALLY**