

Lawn Rental Agreement

This Lawn Rental Agreement (hereinafter referred to as "Agreement") made on _____ by and between _____ (hereinafter referred to as the "Landlord") and _____, who leases the real property commonly known and legally described as _____ (hereinafter referred to as the "Tenant"), (individually, the "Party", and collectively, the "Parties"). Landlord is the owner of the lawn legally described as follows _____ (hereinafter referred to as the "Lawn").

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed:

Lease Term. Landlord hereby leases the Lawn to Tenant, and Tenant hereby leases the same from Landlord, for a period of ____ year(s) ____ month(s) commencing on _____, and expiring at Midnight on _____ (hereinafter referred to as the "Lease Term").

Renewal. (Choose one):

- Tenant may not renew this Agreement;
- Tenant may have the right to renew this Agreement with a total of ____ renewal period(s) with each term being ____ year(s) ____ month(s) which may be exercised by giving written notice to Landlord no less than sixty (60) days prior to the expiration of this Agreement.

Rental Payment. Tenant shall pay to Landlord during the Lease Term rental of \$ ____ per month (hereinafter referred to as the "Rental Payment"). The first month's Rental Payment is required to be submitted on or before move-in to the real property. Each Rental Payment shall be due in advance on the first day of each calendar month during the Lease Term to Landlord in the form of a personal check, a cashier's check, or a money order made out to Landlord.

Late Fee. A late fee of _____ dollars (\$ ____), (not to exceed ____% of the Rental Payment) shall be added and due for any payment of rent made after the _____ of the month.

Security Deposit. In addition to the above, a deposit in the amount of \$ ____ shall be due and payable in advance or at the signing of this Agreement (hereinafter referred to as the "Security Deposit"). It shall be refunded upon vacating, returning the keys of the real property to Landlord and termination of this Agreement according to other terms herein agreed. The Security Deposit will be held to cover any possible damage to the Lawn. It will

be held intact by Landlord until at least thirty (30) working days after Tenant have vacated the Lawn. At that time Landlord will inspect the Lawn thoroughly and assess any damages and/or needed repairs. This Security Deposit minus any necessary charges for damages or repairs will then be returned to Tenant with a written explanation of deductions, within twenty-one (21) days after they have vacated the Lawn.

Returned Checks. Tenant acknowledges that the issuance of a returned check may cause Landlord to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the financial institution, for any reason, Landlord may require all future payments to be made in cash or by certified check. In addition, Tenant shall pay a _____ dollars (\$ _____) returned check fee. All fees, late fees, and service charges incurred by the Tenant as well as any expenses including reasonable attorney's fees incurred by Landlord in instituting and prosecuting any actions by reason of any default of Tenant hereunder shall be deemed to be additional rent and shall be due from Tenant to Landlord immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

Removal of Landlord's Property. If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the Lawn by Tenant and termination by Tenant of this Agreement. Landlord may also take further action.

Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord Notice Address: _____

Tenant Notice Address: _____

Each Party shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

Tenant Cooperation. Tenant agrees to cooperate with Landlord in showing Lawn to prospective tenants, prior to termination of occupancy.

Sublease and Assignment. Tenant shall not sublet the entire Lawn or any part of Lawn, nor shall Tenant assign this Agreement to anyone else without first obtaining

Landlord's written permission. Prospective sublessees or assignees must submit an application to Landlord and must agree to credit, background, reference, and

employment verification as well as the obligation to pay a non-refundable _____ dollars (\$ ___) application fee. Permission to sublease will be determined by the sole discretion of Landlord.

Alterations and Improvements. Tenant shall make no alterations, decorations, additions, or improvements in or to the Lawn without Landlord's prior written consent, and then only by contractor or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the Lawn, made by either Party, shall become the property of Landlord and shall remain upon, and be surrendered with said Lawn, as a part thereof, at the end of the term hereof.

Tenant acknowledges that it will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by allowing stoppage and/or overflow or water and/or sewage pipes, etc. or any damage caused while Tenant has occupancy.

Entry. Landlord shall have the complete right to enter upon the Lawn at reasonable hours to inspect the same, make necessary repairs, supply services, or show it to prospective tenants, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of Landlord's intent to enter shall be given to Tenant.

Condition of the Lawn. Tenant hereby acknowledges that the said Lawn is in good condition. If there is anything about the condition of the Lawn that is not good, Tenant agrees to report it to Landlord within three (3) days of taking possession of the Lawn. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the Lawn is in good condition at the time of occupancy.

Tenant responsibility. Good housekeeping is expected of everyone. Tenant agrees to keep the Lawn clean and in a sanitary condition. Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the Lawn.

Parking. Tenant and guests may park only in designated areas and not on the grass. Tenant shall keep driveways free of oil and grease.

Lights, Filters, Fuses, Etc. Tenant shall replace burned-out electrical light bulbs and blown fuses. Tenant shall use light bulbs with a higher wattage than is allowed in any light fixture is a fire hazard and is strictly prohibited. Tenant agrees to leave working light bulbs in all light fixtures at the end of tenancy.

Fire Safety. If Tenant has never used a fireplace before, Tenant shall ask for instruction on how to use it. Tenant agrees to avoid: storing ashes in trash cans, building a wood fire in a fireplace that has connections for gas logs, using kerosene heaters, using grills within 10 feet (horizontally or vertically) of anything that will burn. Tenant shall not tamper with fire suppression sprinklers, fire extinguishers, smoke detectors, equipment, or fuse boxes.

Water Lines. Tenant has to help prevent water lines from freezing and bursting

during cold weather. Tenant agrees to allow water to trickle and place lights as appropriate. Tenant agrees to immediately notify Landlord of any evidence of a water leak or excessive moisture or standing water.

Pest Extermination. Tenant shall keep the Lawn free from visible infestations of ants, bees, mice and other pests. Tenant agrees to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from Landlord.

Maintenance. Water and general upkeep in a timely manner to ensure landscaping is maintained in good condition. If the Lawn is not adequately maintained, Landlord may hire a lawn service and bill to Tenant without warning or notice. Tenant shall keep the Lawn free of clutter and unsightly items. Landlord reserves the right to request removal of any items deemed unsightly. Tenant shall not alter or disturb grounds or landscaping. Tenant may not add plants, ornaments, or signs to a planting area without prior written approval of Landlord.

Snow and Ice Removal. Tenant shall remove all snow and ice from walkways and driveways. If Tenant fails to remove snow and ice within twenty-four (24) hours of snowfall, a snow removal service may be hired and billed to Tenant without warning or notice.

Cutting of Grass. Tenant shall be responsible for cutting all grass on the Lawn. Tenant shall not allow the grass to grow longer than six (6) inches. If Tenant allows the grass to grow longer than six (6) inches, Tenant shall be responsible for the actual cost of cutting the grass up to _____ dollars (\$ _____) for each incident and/or occurrence. If Landlord receives a fine or fee from the local municipality as a result of Tenant's failure to cut the grass in violation of any law or municipal ordinance, then Tenant will also be responsible for repayment of any and all fines or fees.

Watering of Grass. During periods of limited rainfall, or if sod or grass seed has recently been laid, Tenant shall be responsible for watering the grass in order to prevent it from dying.

Disposal of Garbage. Tenant shall be responsible for following all trash removal laws, ordinances, and/or local guidelines. Tenant shall keep the garbage cart area free of stray trash, litter, and debris, and shall realign all garbage carts in a neat and orderly position after the trash has been removed. If Landlord received a fine or fee from the local municipality as a result of tenant's failure to properly dispose of any garbage, then tenant shall be responsible for repayment of any and all fines and fees.

Removal of Litter/Debris. Tenant shall be responsible for the collection and removal of all litter or debris that has accumulated on the Lawn. This shall include, but is not limited to, removal of all cans, bottles, paper, and small tree branches. From time

to time, it may be necessary for Tenant to rake leaves as well. All litter, debris, and lawn waste shall be disposed of properly. If Landlord received a fine or fee from the local municipality as a result of Tenant's failure to properly remove litter/debris, then Tenant will be responsible for repayment of any and all fines and fees.

Landlord is not responsible for providing lawn maintenance equipment.

Cleaning Fee. Tenant hereby agrees to accept the Lawn in its present state of cleanliness. Tenant agrees to return the Lawn in the same condition or pay a _____ dollars (% _____) minimum cleaning fee if Landlord has to have the Lawn professionally cleaned.

Drain Stoppages. As of the date of this Agreement, Landlord warrants that the Lawn's sewage drains are in good working order and that they will accept the normal household waste for which they were designated. They will not accept things such as sanitary napkins, tampons, children's toys, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenant agrees to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.

Non-Liability. Tenant hereby states that work or repairs that need to be done will be handled by competent professionals, unless Tenant is qualified and capable of doing the work by itself and doing it properly, in a safe manner that meets all federal, state and local regulations and has written approval from Landlord. Tenant further states that it will be legally responsible for any mishap it either do itself or hires other to do. Landlord will be held free from harm and liability along with it agents and representatives. In the event that needed repairs are beyond Tenant's capacity, Tenant is urged to arrange for professional help.

Pets. Pets are allowed on the Lawn only by obtaining Landlord's written permission first.

Pets are never to be allowed on the Lawn unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

Termination Upon Sale of Lawn. Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon forty-five (45) days written notice to Tenant that the Lawn has been sold.

Personal Property of Tenant. Once Tenant vacates the Lawn, Landlord shall store all personal property left on the Lawn for _____ (__) days. If within that time period, Tenant does not claim said property, Landlord may dispose said property in any manner Landlord chooses.

Waiver. All rights given to Landlord by this Agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by

Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement.

Consent. Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Agreement.

Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Lawn. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Lawn.

Governing Law. This Agreement shall be governed by the laws of the state of _____.

Force Majeure. In any event that the performance of this Agreement shall be delayed by any act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reason proven beyond Party's control, the Parties shall respectively be relieved of their obligations stated in this Agreement. Such Party shall not be liable or responsible for any such delays and performing of its obligations under this Agreement shall be excused for the period of the delay and the period of the performance of any such obligation shall be extended for a period equivalent to the period of such delay.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the Parties via negotiation, either Party may initiate mediation or binding arbitration in the State of _____.

If the Parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Attorney's Fees. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of Rental Payment or gaining possession of the Lawn, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

Amendment. No amendment of this Agreement shall be effective unless reduced

to writing and subscribed by the Parties with all the formality of the original.

Binding Effect. This Agreement and any amendments thereto shall be binding upon the Parties and/or their respective successors, heirs, assigns, executors and administrators.

Required Disclosures/Provisions.

IN WITNESS WHEREOF, the Parties hereto set their hands and seal this _____ day of _____, 20__.

Landlord Signature: _____

Printed Name: _____

Date: _____

Tenant Signature: _____

Printed Name: _____

Date: _____

Agent Signature: _____

Printed Name: _____

Date: _____

Witness Signature: _____

Printed Name: _____

Date: _____

Notary Acknowledgement

STATE OF: _____
COUNTY OF: _____

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ as Landlord of this Lawn Rental Agreement, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: _____ (Seal)

Notary Printed Name: _____

My commission expires: _____

Notary Acknowledgement

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ as Tenant of this Lawn Rental Agreement, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: _____ (Seal)

Notary Printed Name: _____

My commission expires: _____