

Lease Agreement

This Lease Agreement (hereinafter referred to as "Agreement") made on _____ by and between _____ (hereinafter referred to as the "Landlord") and _____ (hereinafter referred to as the "Tenant"), (individually, the "Party", and collectively, the "Parties").

Landlord is the owner of the premises commonly known and numbered as _____ situated in (hereinafter referred to as the "Building") and legally described as follows (hereinafter referred to as the "Leased Premises") under the following terms and conditions.

Lease Term. Landlord hereby leases the Leased Premises 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. 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 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 Leased Premises. It will be held intact by Landlord until at least thirty (30) working days after Tenant have vacated the Leased Premises. At that time Landlord will inspect the Leased Premises 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 sixty (60) days after they have vacated the Leased Premises.

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.

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

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 Leased Premises 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 Leased Premises to prospective tenants, prior to termination of occupancy.

Tenant Insurance. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance – at its own expense – sufficient to protect itself and its property from fire, theft, burglary, breakage, electrical connections. Tenant acknowledges that if it fails to procure such insurance, it is its responsibility and Tenant alone shall bear the consequences.

Abandonment. If Tenant leaves the Leased Premises unoccupied for fifteen (15) days without paying Rental Payment in advance for that month, or while owing any back rent from previous months, which has remained unpaid, Landlord and/or its representative have the right to take immediate possession of the Leased Premises and to bar Tenant from returning. Landlord will also have the right to remove any property that Tenant have left behind and store it at Tenant's expense.

Occupants. The number of occupants is limited to _____ primary occupants and _____ children. Only they may live in the Leased Premises. Any additional residents residing in the Leased Premises for more than two (2) weeks continuously must be added to this Agreement or receive written permission from Landlord, subject to the same restrictions as Tenant, i.e. they must fill out the application. Nurses or maids required to care for Tenant during an illness are an exception from this provision.

Keys. Tenant shall be issued _____ keys to the Leased Premises and _____ keys to the mailbox by Landlord at the signing of this Agreement. In the event Tenant loses the keys that were issued at the signing of this Agreement and Tenant requests more keys from Landlord, Tenant will be required to pay in advance _____ dollars (\$ _____) per key requested.

Locks. No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at Tenant's expense, before they are installed.

Lockouts. Should Tenant lock itself out of its Leased Premises and be unable to gain access through its own resources, Tenant may call upon professional locksmith or Landlord to let Tenant in. In either case, Tenant is responsible for payment of the charges and/or damages involved. Landlord charges a fee of _____ dollars (\$ _____) for providing this service between the hours of ____ a.m. and ____ p.m., Monday through Friday, excepting holidays, and a fee of _____ dollars (\$ _____) for all other times. This fee is due and payable when the service is provided.

Sublease and Assignment. Tenant shall not sublet the entire Leased Premises or any part of Leased Premises, 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 Leased Premises 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 Leased Premises, made by either Party, shall become the property of Landlord and shall remain upon, and be surrendered with said Leased Premises, 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 leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

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

Inventory and Inspection Record. An Inventory and Inspection Record has been provided for Tenant's use. Only after this has been filled out (within the time limit of three (3) days) will Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once Tenant have completed the Inventory and Inspection Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time the Leased Premises

change possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

Balconies and Porches. If the Leased Premises have a balcony, deck, or porch do not allow more than two (2) people on the structure at one time.

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

Parking. Tenant agrees to keep a maximum of one (1) vehicle on the Leased Premises or in the garage. The vehicle must be both operable and currently licensed. Tenant agrees to park its vehicle in assigned spaces and to keep those spaces clean of oil drippings. Tenant agrees not to park boats, recreational trailers, utility trailers, and the like on the Leased Premises without first obtaining Landlord's written permission.

Utilities. Tenant will be responsible for payment of all utilities, telephone, gas, or other bills incurred during its residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from the Security Deposit in the event they remain unpaid after termination of this Agreement. Landlord agrees to pay only water, garbage, and sewer bills.

Services. Landlord shall be responsible for the following utilities and services in connection with the Leased Premises:

- Water and sewer;
- Garbage and trash disposal.

Tenant shall be responsible for the following utilities and services in connection with the Leased Premises:

- Electricity;
- Gas;
- Heating;
- Telephone;
- All other utilities and services not listed under Landlord's responsibility.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

Notification of Serious Building Problems. Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenant also agrees to notify Landlord immediately upon first discovering any signs of serious Building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If Tenant does not notify Landlord in a prompt manner, Tenant may be held financially responsible.

Reasonable Time for Repairs. Upon being notified by Tenant that there is some Building defect which is hazardous to health, life, or safety, Landlord shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond Landlord's control, Landlord agrees to keep Tenant informed about the progress of work.

Drain Stoppages. As of the date of this Agreement, Landlord warrants that the Leased Premises' 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 diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, 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.

Backyard and Gardens. Tenant agrees to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from Landlord.

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 Leased Premises only by obtaining Landlord's written permission first. When possession of the Leased Premises is given to tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the Leased Premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, Tenant is required to pay an additional ____ dollars (\$ ____) per month pet-rent charge for one or more. Additionally, a pet-application sheet must be submitted before move-in.

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

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

Building Rules. There shall be no smoking anywhere within the Building, garage or Leased Premises. Tenant shall not permit any occupant, guest or invitee to violate this rule. The only use of the Leased Premises shall be as a private residence. Other than Tenant's immediate family members, no other persons shall reside in the Leased Premises without the written consent of Landlord. Up to three (3) guests shall be permitted to stay at the Leased Premises, but not for more than seven (7) days without prior written approval of Landlord. Tenant shall not keep or have at or around the Leased Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion at or around the Leased Premises or that might result in increased premiums or otherwise be considered hazardous by an insurance company. Tenant shall not cause or permit any lien or encumbrance to be filed or recorded against the Leased Premises. Tenant, its occupants, guests and other invitees shall not behave in any manner that is unlawful, disorderly or that disturbs the neighbors or other persons. A copy of the additional Building rules and regulations, if any, has been provided to Tenant. Tenant shall abide by, and shall cause Tenant's family members, occupants, guests and other invitees to abide by all Building rules, which are incorporated herein by reference and hereby made part of this Agreement. Tenant shall be solely responsible and liable for the conduct of all of Tenant's occupants, guests and other invitees.

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 Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

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 Leased Premises, 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.

[illegible]

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 Lease
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: _____