

RESIDENTIAL LEASE AGREEMENT

THE PARTIES

This Residential Lease Agreement (this "Agreement") is made on _____ by and between _____, whose address is _____ (the "Landlord"), and _____ (individually and collectively, the "Tenant").

OCCUPANTS

- ☐ The Premises shall be occupied only by the Tenant and the following additional occupants: _____ (the "Occupants").
- ☐ The Premises shall be occupied only by the Tenant. There are no additional occupants.

PREMISES

The Landlord rents to the Tenant, on the terms of this Agreement, the _____ located at _____, consisting of ____ bedroom(s) and ____ bathroom(s) (the "Premises").

USE OF PREMISES

- ☐ The Premises shall be used only as a private residential dwelling.
- ☐ The Premises shall be used only as a private residential dwelling and for the following purpose: _____.

FURNISHINGS

- ☐ The Premises is furnished with the following items, which the Tenant shall return in the same condition, ordinary wear and tear excepted: _____.
- ☐ The Premises is not furnished.

APPLIANCES

- ☐ The Landlord provides the following appliances: _____.
- ☐ The Landlord does not provide any appliances.

LEASE TERM

The lease term begins on _____ and ends on _____ (the "Lease Term"). At the end of the Lease Term, if no renewal is made:

- ☐ the Tenant may continue to occupy the Premises on a month-to-month basis under the same terms, which either party may end by giving the written notice required by law.
- ☐ the Tenant shall vacate the Premises at the end of the Lease Term.

RENT

The Tenant shall pay the Landlord monthly rent of \$_____ (the "Rent"), due in advance on the _____ day of each month, paid as follows: _____.

FIRST MONTH'S RENT

- ☐ The first month's Rent is due upon the signing of this Agreement.
- ☐ The first month's Rent is due on the first day of the Lease Term.

LATE FEE

- ☐ If Rent is not received within ____ day(s) after its due date, the Tenant shall pay a late fee of \$_____ ☐ one time ☐ per day late, to the extent permitted by law.
- ☐ No late fee will be charged.

RETURNED PAYMENTS

- ☐ If any payment is returned unpaid for insufficient funds or any other reason, the Tenant shall pay a fee of \$_____ per occurrence, to the extent permitted by law.
- ☐ No fee will be charged for a returned payment.

PREPAID RENT

- ☐ Upon signing this Agreement, the Tenant shall prepay Rent of \$_____ for the period from _____ through _____.
- ☐ The Tenant is not required to prepay Rent.

EARLY POSSESSION AND PRORATED RENT

- ☐ The Tenant may take possession on _____, before the Lease Term begins, and shall pay prorated Rent of \$_____ for that period upon signing this Agreement.
- ☐ The Tenant will not take possession before the Lease Term begins.

SECURITY DEPOSIT

- ☐ Upon signing this Agreement, the Tenant shall pay a security deposit of \$_____ (the "Security Deposit") to secure the Tenant's performance of this Agreement. The Landlord shall return the Security Deposit, less any lawful deductions itemized in writing, within ____ days after the Tenant vacates, or within any shorter period required by law. The Security Deposit may not be applied to Rent without the Landlord's written consent.
- ☐ No security deposit is required.

POSSESSION

If the Landlord is unable to deliver possession of the Premises at the start of the Lease Term, the Tenant may terminate this Agreement by written notice, and the Landlord shall promptly refund all amounts the Tenant has paid, including any Security Deposit, prepaid Rent, and application fees. By taking possession, the Tenant acknowledges having examined the Premises and accepts it in its current condition, except as noted on any move-in checklist.

KEYS AND ACCESS DEVICES

The Landlord shall provide the Tenant with keys and any access devices needed for the Premises and common areas. The Tenant may not duplicate them without the Landlord's consent. At the end of the tenancy the Tenant shall return all keys and access devices; the reasonable cost of any not returned may be charged to the Tenant as permitted by law.

MOVE-IN INSPECTION

- ☐ At or shortly after the Tenant takes possession, the Landlord and the Tenant shall inspect the Premises together and record its condition, including any existing damage, on a move-in checklist signed by both.
- ☐ The parties will not complete a joint move-in inspection; the Tenant may give the Landlord a written list of any existing damage within seven (7) days after taking possession.

SUBLETTING

- ☐ The Tenant shall not sublet all or any part of the Premises without the Landlord's prior written consent, which shall not be unreasonably withheld where the law so requires. The Tenant remains responsible for the Rent and for all acts of any subtenant.
- ☐ The Tenant shall not sublet all or any part of the Premises, including through short-term rental platforms, except as required by law.

ASSIGNMENT

The Tenant shall not assign this Agreement without the Landlord's prior written consent. Consent to one assignment is not consent to any later assignment.

GUESTS

No one other than the Tenant and any Occupants may live at the Premises. Guests may stay no more than ____ consecutive days, or longer with the Landlord's written consent, which shall not be unreasonably withheld.

PETS

- ☐ The Tenant may keep up to ____ pet(s) of the following type: _____, each weighing no more than ____ pounds. The Tenant shall pay a pet fee of \$_____, which is ☐ non-refundable ☐ refundable, less pet damage. The Tenant is responsible for all damage caused by any pet.
- ☐ No pets are allowed on the Premises or in the common areas.

Assistance animals, including service animals and emotional support animals, are not pets and are permitted as a reasonable accommodation as required by the Fair Housing Act and applicable law, without any pet fee.

SMOKING

- ☐ Smoking (including vaping and marijuana) is permitted only in the following areas:
_____.
- ☐ Smoking (including vaping and marijuana) is prohibited everywhere on the Premises and in the common areas.

WATERBEDS

- ☐ The Tenant may use a waterbed, provided the Tenant maintains liability insurance covering waterbed damage as required by law.
- ☐ The Tenant may not use a waterbed on the Premises.

NOISE AND NUISANCE

The Tenant shall not commit waste on the Premises, create or allow a nuisance, or use the Premises unlawfully, and shall comply with all applicable noise ordinances.

HAZARDOUS MATERIALS

The Tenant shall not keep on the Premises any flammable, explosive, or hazardous substance, including gasoline, propane, kerosene, or fireworks, other than ordinary household products used as intended.

PARKING

- ☐ The Landlord provides ____ parking space(s), described as _____, for a fee of \$_____, payable ☐ at signing ☐ monthly with Rent.
- ☐ The Landlord does not provide parking.

UTILITIES

The Landlord shall pay for the following utilities and services: _____.

The Tenant shall pay for all other utilities and services, and shall place them in the Tenant's name where required.

MAINTENANCE AND REPAIRS

The Landlord shall keep the Premises in a habitable condition and make repairs as required by law, including to the structure and to the plumbing, heating, electrical, and other building systems and any appliances the Landlord provides. The Tenant shall keep the Premises clean and sanitary, promptly report any needed repair in writing, and pay for damage caused by the Tenant, Occupants, guests, or pets beyond ordinary wear and tear. The Tenant shall not make alterations without the Landlord's written consent. The Landlord shall install working smoke and carbon monoxide detectors as required by law; the Tenant shall test them regularly and replace batteries as needed.

RIGHT OF ENTRY

The Landlord may enter the Premises at reasonable times to inspect, make repairs, supply agreed services, or show the Premises to prospective tenants, buyers, or lenders, after giving the advance notice required by law (or at least twenty-four (24) hours' notice where the law does not specify), except in an emergency.

SALE OF THE PROPERTY

If the Premises is sold, the Tenant will be notified of the new owner and of any new manager's contact details. Upon a sale, the new owner:

- ☐ may terminate this Agreement by giving the Tenant at least ____ days' written notice, to the extent permitted by law.
- ☐ shall take the Premises subject to this Agreement and may not terminate it because of the sale.

MANAGER AND REPAIR CONTACT

- ☐ Repair and maintenance requests should be directed to the Landlord's manager, _____, telephone _____, email _____.
- ☐ Repair and maintenance requests should be directed to the Landlord at telephone _____, email _____.

EARLY TERMINATION BY TENANT

- ☐ The Tenant may terminate this Agreement before the end of the Lease Term by giving at least ____ days' written notice and paying an early termination fee of \$ _____. The Tenant shall pay Rent through the end of the notice period.
- ☐ The Tenant may not terminate this Agreement before the end of the Lease Term except as permitted by law, including the laws described under "Military Service" below and any law protecting victims of domestic violence.

MILITARY SERVICE

If the Tenant is or becomes a servicemember on active duty and receives permanent change-of-station orders or deployment orders for 90 days or more, the Tenant may terminate this Agreement under the Servicemembers Civil Relief Act, 50 U.S.C. § 3955, by delivering written notice and a copy of the orders to the Landlord. Termination takes effect thirty (30) days after the first date on which the next Rent payment is due after the notice is delivered. The Landlord shall return the Security Deposit, less lawful deductions, as required by law.

PREMISES DAMAGED OR UNINHABITABLE

If the Premises becomes uninhabitable because of fire, flood, or other casualty not caused by the Tenant, either party may terminate this Agreement by written notice, and Rent shall abate from the date of the casualty. If the damage was caused by the Tenant, Occupants, guests, or pets, the Tenant shall be liable for the cost of repairs and resulting losses as permitted by law.

ABANDONMENT

If the Tenant appears to have abandoned the Premises, as defined by applicable law, the Landlord may retake possession and shall handle any personal property left behind only in the manner required by law.

SURRENDER OF PREMISES

At the end of the tenancy the Tenant shall vacate, remove all personal property, return all keys and access devices, and leave the Premises clean and in the same condition as at move-in, ordinary wear and tear excepted.

DEFAULT

The Tenant is in default if the Tenant: (a) fails to pay Rent or other amounts when due; (b) violates this Agreement, or permits an Occupant or guest to do so; (c) knowingly provided materially false information in the rental application; or (d) engages in, or permits an Occupant or guest to engage in, criminal activity on the Premises that threatens the health or safety of others or involves illegal drugs. Upon default, the Landlord may give the Tenant any notice required by law and, if the default is not cured within the time the notice allows (where cure is permitted), may terminate this Agreement and pursue all remedies available by law. Any Rent the Landlord recovers for the remainder of the Lease Term is subject to the Landlord's duty, where applicable, to make reasonable efforts to re-rent the Premises.

JOINT AND SEVERAL LIABILITY

If more than one person signs as Tenant, each is jointly and individually responsible for all obligations under this Agreement, including the full Rent. Notice to or from any one Tenant is notice to or from all Tenants.

RETALIATION

The Landlord shall not retaliate against the Tenant for exercising any legal right, including making a good-faith complaint about the condition of the Premises, by raising rent, reducing services, or threatening or bringing an eviction.

FAIR HOUSING AND ACCESSIBILITY

The Landlord shall comply with the Fair Housing Act and all applicable fair housing laws. The Landlord shall make reasonable accommodations in rules, policies, practices, or services when needed to give a Tenant or Occupant with a disability equal opportunity to use and enjoy the Premises, and shall permit reasonable modifications to the Premises as required by law. Requests may be made to the Landlord at any time.

LIABILITY AND RENTER'S INSURANCE

Except to the extent caused by the negligence or willful misconduct of the Landlord or its agents, or as otherwise provided by law, the Landlord is not liable for loss of or damage to the Tenant's personal property or for injury on the Premises, and the Tenant shall indemnify the Landlord against claims arising from the acts of the Tenant, Occupants, guests, or pets. The Landlord's insurance does not cover the Tenant's belongings; the Tenant is encouraged to obtain renter's insurance.

COMPLIANCE WITH LAW

The Tenant shall comply with all laws, ordinances, and lawful rules applicable to the Tenant's use and occupancy of the Premises.

NOTICES

Notices to the Landlord shall be sent to the Landlord's address stated above. Notices to the Tenant shall be sent to:

- ☐ the Premises.
- ☐ the following address: _____.

LEAD-BASED PAINT

- ☐ The Premises was built before 1978. The Lead-Based Paint Disclosure attached to this Agreement is part of it and must be completed and signed by the Landlord and the Tenant, and the Tenant must receive the EPA pamphlet "Protect Your Family From Lead in Your Home," before this Agreement is signed.
- ☐ The Premises was built in 1978 or later.

DISPUTES

The parties shall try in good faith to resolve any dispute under this Agreement through direct discussion before starting legal proceedings, except where urgent relief is needed.

GOVERNING LAW

This Agreement is governed by the laws of the State of _____ and any applicable local laws. Where this Agreement conflicts with a law that cannot be waived, the law controls.

WAIVER AND SEVERABILITY

A waiver of any breach is not a waiver of any other breach, and no waiver is effective unless in writing. If any provision of this Agreement is held invalid, the remaining provisions shall remain in effect.

BINDING EFFECT

This Agreement binds and benefits the parties and their heirs, legal representatives, successors, and permitted assigns.

ADDITIONAL TERMS

The parties also agree to the following (if any):

ENTIRE AGREEMENT

This Agreement, including any attachments and addenda signed by the parties, is the entire agreement between the parties regarding the Premises and replaces all prior discussions and agreements. It may be changed only in a writing signed by the Landlord and the Tenant.

SIGNATURES

LANDLORD

Signature: _____ Date: _____

Printed name: _____

TENANT(S)

Signature: _____ Date: _____

Printed name: _____

Signature: _____ Date: _____

Printed name: _____

AMOUNTS DUE AT SIGNING

(Complete the lines that apply.)

First month's Rent: \$ _____

Security Deposit: \$ _____

Prepaid Rent: \$ _____

Prorated Rent: \$ _____

Parking Fee: \$ _____

Pet Fee: \$ _____

TOTAL DUE AT SIGNING: \$ _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

(Required only if the Premises was built before 1978.)

Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial one in each of (a) and (b))

(a) Presence of lead-based paint and/or lead-based paint hazards:

_____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor:

_____ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____

_____ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

Agent's Acknowledgment (initial, if any)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d and is aware of the agent's responsibility to ensure compliance.

Certification of Accuracy. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Agent (if any): _____ Date: _____

GUARANTY OF LEASE

(Complete only if a guarantor or co-signer is guaranteeing this Agreement.)

In consideration of the Landlord entering into this Agreement with the Tenant,

_____, of _____ (the "Guarantor"),

unconditionally guarantees to the Landlord and its successors and assigns the full and timely payment of all Rent and other amounts due from the Tenant under this Agreement, including reasonable costs of enforcement where permitted by law. The Guarantor agrees that the Landlord need not first pursue the Tenant before enforcing this Guaranty, and that this Guaranty continues through any renewal or extension of this Agreement on substantially the same terms. Any change that increases the Guarantor's obligations requires the Guarantor's written consent.

Guarantor signature: _____ Date: _____