**Residential Lease Agreement**

This Residential Lease Agreement ("Agreement") is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Landlord"), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tenant(s)").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

1. **Property**: The Landlord agrees to lease the described property to the Tenant:

 - Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Bedroom(s): \_\_\_\_

 - Bathroom(s): \_\_\_\_

2. **Term**: This Agreement shall be considered a: (check one)

 - ☐ Fixed Lease. The Tenant shall occupy the Premises from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ ("Lease Term"). At the end of the Lease Term, if no renewal is made, the Tenant: (check one)

 - ☐ May continue to lease the Premises under the same terms on a month-to-month basis.

 - ☐ Must vacate the Premises.

 - ☐ Month-to-Month Lease. The Tenant shall occupy the Premises on a month-to-month basis starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, ending upon notice of \_\_\_\_ days from either Party.

3. **Rent**: The Tenant shall pay the Landlord $\_\_\_\_\_\_\_\_\_\_ per month ("Rent"), due on the \_\_\_\_ of every month ("Due Date") and paid as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. **Security Deposit**: (check one)

 - ☐ The Landlord requires a Security Deposit of $\_\_\_\_\_\_\_\_\_\_, due upon the execution of this Agreement. It will be returned within \_\_\_\_ days after the Lease Term, less any deductions. The Security Deposit shall not be credited towards any Rent unless written consent is given by the Landlord.

 - ☐ The Landlord does not require a Security Deposit.

5. **Utilities**: The Landlord shall provide the following utilities and services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any other utilities or services will be the Tenant's responsibility.

6. **Occupants**: The Premises is to be occupied by the following individual(s) in addition to the Tenant: (check one)

 - ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Occupant(s)")

 - ☐ No Occupant(s).

7. **Purpose**: The Premises may be used as: (check one)

 - ☐ A residential dwelling only.

 - ☐ A residential dwelling and: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

8. **Furnishings**: The Premises is: (check one)

 - ☐ Furnished with the following items: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - ☐ Not furnished.

9. **Appliances**: The Landlord shall: (check one)

 - ☐ Provide the following appliances: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 - ☐ Not provide any appliances.

10. **Non-Sufficient Funds (NSF) Checks**: (check one)

 - ☐ A fee of $\_\_\_\_ per incident.

 - ☐ No fee.

11. **Late Fee**: If Rent is not paid on the Due Date: (check one)

 - ☐ A penalty of $\_\_\_\_ due as ☐ One-Time Payment ☐ Every Day Rent is Late. Rent is considered late \_\_\_\_ day(s) after the Due Date.

 - ☐ No Late Fee.

12. **First Month’s Rent**: The Tenant is required to pay the first month’s rent: (check one)

 - ☐ Upon execution of this Agreement.

 - ☐ On the first day of the Lease Term.

13. **Pre-Payment**: The Tenant shall: (check one)

 - ☐ Pre-pay Rent of $\_\_\_\_\_\_\_\_\_\_ for the term from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. The Pre-Payment of Rent is due upon execution of this Agreement.

 - ☐ Not be required to pre-pay Rent.

14. **Proration Period**: The Tenant: (check one)

 - ☐ Shall take possession before the start of the Lease Term on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and agrees to pay $\_\_\_\_\_\_\_\_\_\_ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis, payable upon execution of this Agreement.

 - ☐ Shall not take possession before the Lease Term.

15. **Move-In Inspection**: Before or shortly after accepting possession, the Landlord and Tenant: (check one)

 - ☐ Agree to inspect the Premises and document any present damages or needed repairs on a move-in checklist.

 - ☐ Shall not inspect the Premises or complete a move-in checklist.

16. **Parking**:\* The Landlord: (check one)

 - ☐ Shall provide \_\_\_\_ parking space(s) for a fee of $\_\_\_\_\_ to be paid ☐ at execution ☐ monthly in addition to Rent. The parking space(s) are described as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 - ☐ Shall not provide parking.

17. **Sale of Property**: If the Premises is sold, the new owner: (check one)

 - ☐ Has the right to terminate this Agreement with \_\_\_ days’ notice to the Tenant.

 - ☐ Does not have the right to terminate this Agreement.

18. **Early Termination**: The Tenant: (check one)

 - ☐ Has the right to terminate this Agreement at any time with \_\_\_ days’ written notice and an early termination fee of $\_\_\_\_\_\_\_\_\_\_. Rent remains due during the notice period.

 - ☐ Does not have the right to terminate this Agreement.

19. **Smoking Policy**: Smoking on the Premises is: (check one)

 - ☐ Permitted ONLY in the following areas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 - ☐ Prohibited on the Premises and in Common Areas.

20. **Pets**: The Tenant: (check one)

 - ☐ May have \_\_\_ pet(s) consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Types of Pets Allowed], not to exceed \_\_\_\_ pounds. A fee of $\_\_\_\_\_\_\_\_\_\_ ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all pet damage and agrees to restore the Premises to its original condition.

 - ☐ May not have pets on the Premises or in Common Areas.

21. **Waterbeds**: The Tenant: (check one)

 - ☐ May use a waterbed on the Premises.

 - ☐ May not use a waterbed on the Premises.

22. **Notices**: Notices shall be sent to the following addresses:

 - Landlord's / Agent's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Tenant's Mailing Address: (check one)

 - ☐ The Premises.

 - ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

23. **Agent / Manager**: (check one)

 - ☐ The Landlord has a manager on the Premises for maintenance or repairs:

 - Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Telephone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_

 - E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - ☐ The Landlord does not have a manager on the Premises but can be contacted for maintenance or repairs:

 - Telephone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_

 - E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

24. **Possession**: By taking possession, the Tenant acknowledges acceptance of the Premises in good order and condition. Failure of the Landlord to deliver possession at the start of the Lease Term allows the Tenant to terminate this Agreement, and the Security Deposit (if any) will be returned along with any pre-paid rent and fees.

25. **Access**: The Landlord will provide access to the Tenant via keys, fobs, cards, or keyless entry as needed. Duplicate copies may only be authorized by the Landlord, and replacement access may be provided for a fee. At the end of this Agreement, all access provided must be returned to the Landlord, or a fee will be charged.

26. **Subletting**: The Tenant may not sublet the Premises without the Landlord's written consent. Consent to one subtenant does not imply consent to any subsequent subtenant.

27. **Abandonment**: If the Tenant vacates or abandons the Premises for the minimum period set by state law or seven (7) days, the Landlord has the right to terminate this Agreement and remove all belongings from the Premises.

28. **Assignment**: The Tenant may not assign this Lease without the Landlord's prior written consent. Consent to one assignment does not imply consent to any subsequent assignment.

29. **Right of Entry**: The Landlord may enter the Premises during normal working hours with at least twenty-four (24) hours' notice for inspections, repairs, alterations, or any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

30. **Maintenance, Repairs, or Alterations**: The Tenant shall maintain the Premises in a clean and sanitary condition and surrender it in as good condition as received, normal wear and tear excepted. Alterations to the Premises require written consent from the Landlord. The Landlord is responsible for repairs to the building's interior and exterior. The Landlord makes no warranty as to the repair or replacement of appliances if they fail to operate. The Tenant is responsible for replacing batteries in smoke detectors after the initial placement.

31. **Noise / Waste**: The Tenant agrees not to commit waste on the Premises, maintain a nuisance, or use the Premises unlawfully. The Tenant must abide by all local, county, and state noise ordinances.

32. **Guests**: Guests are allowed for periods not exceeding 48 hours unless otherwise permitted by the Landlord.

33. **Compliance with Law**: The Tenant agrees to comply with all applicable federal, state, and local laws, ordinances, and regulations. The Tenant is responsible for any violation of these regulations due to their acts or omissions or those of their guests.

34. **Disclosure of Lead-Based Paint**: If the Premises was constructed before 1978, the Landlord acknowledges that it:

 - ☐ Has provided the Tenant with the EPA pamphlet "Protect Your Family from Lead in Your Home."

 - ☐ Does not know of any lead-based paint or hazards on the Premises.

35. **Mold Disclosure**: The Landlord: (check one)

 - ☐ Is not aware of any mold or mildew on the Premises and will make all necessary repairs if any mold or mildew is found.

 - ☐ Is aware of mold or mildew, which has been disclosed to the Tenant.

36. **Asbestos Disclosure**: The Landlord: (check one)

 - ☐ Is not aware of any asbestos on the Premises.

 - ☐ Is aware of asbestos, which has been disclosed to the Tenant.

37. **Sex Offender Registry**: The Tenant acknowledges the availability of sex offender registry information.

38. **Governing Law**: This Agreement shall be governed by the laws of the state where the Premises is located.

39. **Severability**: If any part of this Agreement is found to be invalid, it will not affect the remainder, which shall continue in full force and effect.

40. **Entire Agreement**: This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written.

41. **Signature**: This Agreement is not binding until signed by all Parties.

 - Landlord's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Tenant's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 - Witness's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_