

STANDARD RESIDENTIAL LEASE AGREEMENT

This **Residential Lease Agreement ("Agreement")** is made on [DATE], between:

1. PARTIES

Landlord: [LANDLORD'S NAME]

Mailing Address: [LANDLORD'S MAILING ADDRESS]

Tenant(s): [TENANT(S) NAMES(S)]

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

2. LEASE TYPE

This Agreement is a fixed lease, commencing on [LEASE START DATE] and ending on [LEASE END DATE]. At the end of the Lease Term:(Select one)

- Tenant may continue on a month-to-month basis.
- Tenant must vacate the Premises.

3. OCCUPANT(S)

The Premises may be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant:

- [OCCUPANT(S) NAME(S)]
- No additional Occupants.

4. THE PROPERTY

Mailing Address: [PROPERTY MAILING ADDRESS]

Residence Type: Apartment House Condo Other: [OTHER]

Bedroom(s): [# OF BEDROOMS] Bathroom(s): [# OF BATHROOMS]

5. PURPOSE

The Premises may be used only as a residential dwelling unless specified otherwise: [OTHER USES FOR THE PREMISES]

6. FURNISHINGS

The Premises is:

- Furnished with [ENTER FURNISHINGS]
- Not furnished.

7. APPLIANCES

Landlord will:

- Provide the following appliances: [ENTER APPLIANCES]
- Not provide any appliances.

8. RENT

Tenant shall pay \$[MONTHLY RENT] as Rent on the [#] of every month. Payment instructions: [RENT PAYMENT INSTRUCTIONS]

9. NON-SUFFICIENT FUNDS (NSF CHECKS)

- Tenant agrees to a fee of \$[NSF FEE] per incident.
- No fee for NSF checks.

10. LATE FEE

If Rent is not paid on the Due Date:

- Tenant agrees to a late fee of \$[LATE FEE], due as
- One (1) Time Payment
- Every Day Rent is Late,
- after [#] day(s) past Due Date.
- No late fee.

11. FIRST (1ST) MONTH'S RENT

Tenant shall pay the first (1st) month's rent:

- Upon execution of this Agreement.
- On the first (1st) day of the Lease Term.

12. PRE-PAYMENT

Tenant shall:

- Pre-Pay Rent of \$[PRE-PAY RENT AMOUNT] for [START DATE] to [END DATE] upon execution of this Agreement.
- Not be required to Pre-Pay Rent.

13. PRORATION PERIOD

Tenant shall take possession before the Lease Term starts on [START DATE] and agrees to pay \$[PRORATION AMOUNT] for the proration period.

14. SECURITY DEPOSIT

Tenant shall pay a Security Deposit of \$[SECURITY DEPOSIT AMOUNT] upon execution. It will be returned within [#] days after Lease Term ends, less itemized deductions.

15. MOVE-IN INSPECTION (select one)

- Landlord and Tenant agree to inspect the Premises and note damages/repairs on a move-in checklist.
- No move-in inspection.

16. PARKING

- Tenant shall have [#] parking space(s) for \$[PARKING FEE].
- No parking provided.

17. SALE OF PROPERTY

If the Premises is sold, Tenant will be notified of the new Owner's details.

- New owner may terminate Agreement with [#] days' notice.
- New owner cannot terminate Agreement.

18. UTILITIES

Landlord provides the following utilities: [LANDLORD PROVIDES UTILITIES]

Tenant is responsible for other utilities.

19. EARLY TERMINATION

- Tenant may terminate this Agreement with [#] days' notice and an early termination fee of \$[EARLY TERMINATION FEE].
- No right to early termination.

20. SMOKING POLICY (select one)

- Smoking permitted only in: [ENTER SMOKING AREAS]
- Smoking is prohibited.

21. PETS

Tenant may have [#] pet(s), [TYPES OF PETS], not exceeding [# OF POUNDS] pounds. A pet fee of \$[PET FEE] is:

- non-refundable
- refundable unless damages occur.
- No pets allowed.

22. WATERBEDS

- Tenant may use a waterbed.
- Tenant may not use a waterbed.

23. NOTICES

Notices sent to Landlord/Tenant use the following addresses:

Landlord/Agent Address: [LANDLORD/AGENT ADDRESS]

Tenant's Mailing Address: (select one)

- The Premises.
- Other: [TENANT'S ADDRESS FOR NOTICES]

24. AGENT/MANAGER: (select one)

- Landlord has a manager on-site:

Manager's Name: [MANAGER'S/AGENT'S NAME]

Telephone: [TELEPHONE NUMBER]

E-Mail: [E-MAIL ADDRESS]

No on-site manager.

25. POSSESSION

Tenant acknowledges taking possession of the Premises in its current condition, except as otherwise stated.

26. ACCESS

Landlord provides access keys/cards. Duplicate copies need Landlord's consent. Tenant must return access items at the Agreement's end or a fee applies.

27. SUBLETTING

Tenant may not sublet without written consent from Landlord.

28. ABANDONMENT

Landlord may terminate if Tenant abandons the Premises for a specified period. Landlord may remove Tenant's belongings.

29. ASSIGNMENT

Tenant shall not assign this Lease without written consent from Landlord.

30. RIGHT OF ENTRY

Landlord may enter with 24-hour notice for inspection, repairs, or other reasonable purposes. May exhibit Premises to prospective parties with reasonable notice.

31. MAINTENANCE, REPAIRS, OR ALTERATIONS

Tenant shall maintain Premises in a clean and sanitary manner. Tenant may not make alterations without written consent. Landlord is responsible for repairs, except appliances as specified.

32. NOISE/WASTE

Tenant shall not commit waste or maintain a nuisance. Tenant shall abide by all noise ordinances.

33. GUESTS

Guests allowed for up to 48 hours unless approved by Landlord in writing.

34. COMPLIANCE WITH LAW

Tenant shall comply with all laws and regulations related to the Premises.

35. DEFAULT

Landlord may terminate for various defaults, including non-payment and criminal activity.

36. MULTIPLE TENANT OR OCCUPANT(S)

All Tenants are jointly and individually liable. Notices to any Tenant constitute notice to all.

37. DISPUTES

Parties agree to negotiate disputes in "good faith" before litigation.

38. SEVERABILITY

If any provision is invalid, it won't affect the rest of the Agreement.

39. SURRENDER OF PREMISES

Tenant surrenders Premises upon move-out date or returning access items, whichever is first.

40. RETALIATION

Landlord may not retaliate against Tenant.

41. WAIVER

Waiver for one breach doesn't waive other breaches. Waiver must be in writing.

42. EQUAL HOUSING

Landlord shall provide reasonable modifications for tenants with impairments.

43. HAZARDOUS MATERIALS

Tenant may not possess flammable or explosive substances.

44. INDEMNIFICATION

Landlord is not liable for damage or injury, except due to negligence.

45. COVENANTS

Covenants apply to heirs, legal representatives, and assigns.

46. PREMISES DEEMED UNINHABITABLE

Tenant may terminate if Premises are deemed uninhabitable due to damage.

47. LEAD PAINT (select one)

- Premises built before 1978 (See Lead-Based Paint Disclosure).
- Premises not built before 1978.

48. GOVERNING LAW

This Agreement is governed by the laws of the state where the Premises is located.

49. ADDITIONAL TERMS AND CONDITIONS

50. ENTIRE AGREEMENT

This Agreement contains all terms agreed upon and supersedes all prior discussions.

SIGNATURES:

Landlord's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____

Agent's Signature: _____ **Date:** _____
Print Name: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$[SECURITY DEPOSIT AMOUNT]

First (1st) Month's Rent: \$[1ST MONTH'S RENT]

Parking Fee: \$[PARKING FEE]

Pet Fee(s): \$[PET FEE]

Pre-Payment of Rent: \$[PRE-PAYMENT OF RENT]

Proration Amount: \$[PRORATION PERIOD]

Total Amount: \$[TOTAL AMOUNT]

Lead-Based Paint Disclosure:
(As required for pre-1978 housing)