

RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on this ____ day of _____, 20____ by and between _____, hereinafter referred to as Landlord, and _____, hereinafter referred to as Tenant.

THIS LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS, RIGHTS AND RESPONSIBILITIES ON THE PARTIES AND IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS LEASE AND APPLICABLE STATE STATUTES AND CASE LAW.

1. Leased Premises and Term. Landlord leases to the Tenant the premises located at _____, _____ (the "Leased Premises") together with all appurtenances, for the term of _____ (____) months, to commence on _____, 20 ____ and to terminate on _____, 20 ____.

2. Rent. Tenant agrees to pay, without demand, to Landlord as rent for the Leased Premises the sum of _____ Dollars (\$____.00) per month in advance on the ____ day of each and every calendar month beginning _____, at _____ or at such other place as Landlord may designate.

3. Advance Rent and Security Deposit. On execution of this Lease, Tenant shall pay the last month rent in advance, as follows: _____ Dollars (\$____.00) on _____ 20 _____. Tenant shall also deposit with Landlord the amount of _____ Dollars (\$____.00) as a security deposit, and the amount of _____ Dollars (\$____.00) as a pet security deposit.

4. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the agreed term.

5. Use of the Leased Premises. The Leased Premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession, or trade of any kind (other than virtual home-based businesses), or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Premises and the sidewalks connected thereto, during the term of this lease.

6. Number of Occupants. Tenant agrees that the Leased Premises shall be occupied by no more than _____ persons consisting of ____ adults and _____ children.

7. Condition of Premises. Tenant stipulates that Tenant has examined the Leased Premises, including the grounds and all buildings and improvements, and that they are at the time of this lease, in good order, repair, and in a safe, clean, and tenantable condition.

8. Assignment and Subletting. Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or

any part hereof. A consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law shall be void and shall, at Landlord's option, terminate this lease. Landlord may withhold consent for any reason in their sole discretion.

9. Alterations and Improvements. Tenant shall make no alterations to the buildings on the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Tenant with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the Leased Premises at the expiration or sooner termination of this lease.

10. Damage to Premises. If the Leased Premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of the Tenant's family, agents, representatives, invitees or visitors, the Leased Premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Leased Premises may have been tenantable; but If the Leased Premises should be damaged other than by Tenant's negligence or willful act or that of Tenant's guests, family, agent, representative, invitee or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

11. Dangerous Materials. Tenant shall not keep or have on the Leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the premises.

13. Maintenance and Repair. Tenant will, at Tenant's sole expense, keep and maintain the inside and outside of Leased Premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof., including the lawn, landscaping, trees and shrubbery.

Landlord shall make all required repairs to the structure, plumbing, range, heating, apparatus, and electric and gas fixtures, providing said repair is not made necessary as a result of Tenant or Tenant's guests, family, agent, representative, invitee or visitor's negligent or intentional act or omission.

14. Animals. Tenant shall keep no domestic or other animals on or about the leased premises except the _____ () _____ now owned by Tenant, and any replacement pet(s) purchased by the Tenant.

15. Right of Inspection. Landlord and the Landlord's agents shall have the right at all

reasonable times during the term of this lease and any renewal thereof to enter the Leased Premises for the purpose of inspecting the Leased Premises and all building and improvements thereon.

16. Display of Signs. During the last ninety (90) days of this lease, Landlord or Landlord's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the Leased Premises and of showing the property to prospective purchasers or tenants.

17. Subordination of Lease. This lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or thereafter placed on the Leased Premises by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

18. Surrender of Premises. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the Leased Premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within ten (10) days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease, Tenant abandons the Leased Premises or any part thereof, Landlord may, at Landlord's option, enter the Leased Premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Landlord's discretion, as agent for Tenant, re-let the Leased Premises, or any part thereof, for the whole or any part of the then unexpired term, and Landlord may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the premises by Tenant, Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

22. Late Payments and Dishonored Checks. If Tenant fails to pay any monies due hereunder on the date and time due and said failure continues for five (5) days, Tenant shall pay a late charge in the amount of _____ percent (___%) of the total amount due. In addition to the foregoing, any rent payment which is paid by check which is dishonored by the drawing bank shall bear an additional cost to Tenant of Fifty Dollars (\$50.00), and Tenant shall pay all subsequent rental payments in the form of cash or cashier's check.

23. Notices. All notices to Landlord shall be delivered to _____
_____. All notices to Tenant shall be delivered to _____
_____.

24. Homeowner's Association. Tenant agrees to abide by and adhere to all the rules and regulations of the Homeowner's Association, if applicable to this Lease.

25. Time. Time is of the essence of all the provisions of this Lease.

26. Complete Agreement. This Lease is the entire understanding and agreement of the undersigned parties and may not be changed unless in writing and executed by all parties.

27. Renewal Option. Tenant shall have the option to renew this Lease for a period of one (1) year under the same terms and conditions, provided Tenant notifies Landlord at least ninety (90) days prior to expiration.

28. Foreclosure of Mortgage, Etc. If the Landlord's ownership of the real property of which the Leased Premises is a part shall be divested due to (a) foreclosure of the existing or any future mortgage secured by such real property, by deed in lieu of foreclosure, or by short sale, this Lease shall terminate following thirty (30) days' notice by the Landlord to the Tenant of such terminating event. In the event this Lease shall terminate in accordance with the provisions of this paragraph, Tenant agrees to pay, without demand, to Landlord as rent for the Leased Premises the pro rata monthly rent for the period ending on the thirtieth (30th) day following the Landlord's giving of notice of such termination, and otherwise, neither party shall be liable to the other in any manner as a result of such termination of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witness

Landlord

Witness

Witness

Tenant

Witness