

RESIDENTIAL LANDLORD-TENANT AGREEMENT

This Agreement is entered into by [LANDLORD.FirstName] [LANDLORD.LastName] ("Landlord") and [TENANT.FirstName] [TENANT.LastName] ("Tenant") and outlines the rights and obligations of both parties relating to rental of property at the following address - [PROPERTY] ("Rental Property").

[LANDLORD.FirstName] [LANDLORD.LastName] and [TENANT.FirstName] [TENANT.LastName] are collectively referred to in this Residential Landlord-Tenant Agreement as the "Parties." Both Parties have had an opportunity, before signing this document, to fully review it and consult with a lawyer, if desired. To their best understanding, this document accurately and fully describes the expectations and agreements between the Parties relating to the [PROPERTY] for the duration of this Residential Landlord-Tenant Agreement.

1. Identification of the premises

Landlord owns, or has authority to rent, the premises located at [PROPERTY] which will be referred to in this Residential Landlord-Tenant Agreement as the "Rental Property." The Rental Property is intended and/or zoned for residential use only.

2. Agreement to rent

According to the terms of this Agreement, Tenant agrees to rent the Rental Property from Landlord for residential use, together with the following furnishings and/or appliances [FURNISHINGS]. Rental of the premises also includes the following ancillary use - [OTHER USE].

3. Term of tenancy

The term of rental will start on [START DATE] and continue through [END DATE].

4. Inability to take or deliver possession of Rental Property

If the Tenant is unable to take possession of the Rental Property premises, or vacates the Rental Property before the end of the term of tenancy, Tenant will still be responsible for paying the remainder of the rental payments and complying with the terms of this Agreement.

If Landlord is unable to deliver possession of the Rental Property premises for any reason outside of the control of the Landlord (for example, destruction of the building due to natural disaster), Tenant will have the right to terminate this Agreement upon written notice to the Landlord, and Landlord's sole responsibility will be to return sums paid by Tenant for periods of time when Landlord is unable to deliver possession of the premises.

5. Monthly rent payments

Tenant will pay Landlord monthly rent of [DOLLAR AMOUNT], payable in advance no later than the first day of every month of the term of this Agreement, except when the first day of the month falls on a weekend or legal holiday, in which case the rent will be due no later than the following business day. For the period from Tenant's move-in date [MOVE IN DATE] through the end of the month, Tenant will pay Landlord prorated monthly rent in the amount of [PRORATED RENT], which will be paid before Tenant moves in.

Rent payments must be received by Landlord at the following address no later than the due date -- [PAYMENT ADDRESS].

Rent payments may be made by personal check, money order, or cashier's check made payable to [RENT PAYEE].

6. Late fees

If Tenant fails to pay the rent in full before 5:00 p.m. on the first of the month after the rent is due, Tenant will also pay the Landlord a late charge of [LATE CHARGE], plus [DAILY LATE CHARGE] for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed [MAXIMUM LATE CHARGE].

7. Returned check fees

If any check for rent payment is returned for insufficient funds, a “stop payment,” or any other reason, Tenant will pay Landlord a returned check charge of [RETURNED CHECK CHARGE].

8. Limitations on use of the premises

The Rental Property is to be used only as a private residence for[TENANT] and the following minor children -- [MINOR CHILDREN]. Occupancy by guests for more than one week is prohibited without Landlord’s written consent.

Tenant, minor children identified herein, and guests or invitees, will not use the Rental Property for any illegal or nuisance activity, including, though not limited to, disturbing the peace and quiet enjoyment of the neighbors, possession or use of illegal substances, or property damage. Tenant shall be responsible to the Landlord for the actions of Tenant’s guests and invitees.

9. Pets

No pets of any kind, other than for assistance with a physical handicap of Tenant or the minor children identified above, are allowed without prior, written consent of the Landlord. The Landlord may deny consent for any reason, or require a pet security deposit in the amount of [PET DEPOSIT] (or a lesser amount if limited by law).

Landlord hereby consents to the following pet(s) to be kept in the Rental Property -[PET NAME AND TYPE] and a pet deposit of [PET DEPOSIT] required.

10. Water beds

Water beds are not permitted without separate, written consent of the Landlord and providing proof of rental insurance covering damages caused by said waterbed.

11. Alterations or repairs

Tenant is not permitted to make any repairs or alterations to the Rental Property, or any

appliances or fixtures therein, without prior consent of the Landlord. This includes painting the premises, and [OTHER PROHIBITED ALTERATIONS].

12. Keys

Keys to the Rental Property belong to the Landlord and will be returned by Tenant to Landlord at the end of the tenancy. Tenant will not modify or rekey any locks to the Rental Property, nor make any duplicate keys. In the event of the need for replacement keys or new locks, Tenant will request them from the Landlord.

13. Grounds for termination

If the Tenant fails to comply with the terms of this Agreement, or misrepresents any material fact on Tenant's rental application, this Agreement can be terminated by the Landlord, with appropriate notice to Tenant and procedures required by law.

14. Assignment and subletting

Tenant may not assign this Agreement or sublet the Rental Property to anyone else without advance written consent of the Landlord.

15. Security deposit

Upon signing this Agreement, Tenant will pay Landlord a security deposit of [SECURITY DEPOSIT]. This security deposit cannot be treated by Tenant as payment of the last month of rent or any other amounts due to the Landlord. Landlord is not required to keep security deposit funds in a trust account, nor required to pay any interest on it.

Within 30 days of the Tenant vacating the Rental Property, returned keys to the Landlord, and provided a forwarding address, Landlord will refund to Tenant the security deposit, less any amounts due from Tenant to Landlord for any of the following items: unpaid rent, unpaid late charges, cost of repair or cleaning above and beyond the ordinary wear and tear on the Rental Property. Landlord will provide Tenant with an itemized written statement of any funds withheld within this same time period.

16. Utilities and maintenance responsibilities

Tenant is responsible to pay all utility bills except --[UTILITIES INCLUDED IN RENT] which will be paid by the Landlord. Tenant is required to provide utility services necessary to maintain the premises under the terms of this Agreement.

Tenant and Landlord will conduct a walk-through of the Rental Property before Tenant moves in to examine the premises. Tenant will examine the Rental Property, including appliances, fixtures, carpets, paint, etc. and considers them to be safe and in clean condition and repair unless otherwise noted in writing to the Landlord within the first week of moving into the premises.

Tenant is responsible to keep the Rental Property clean, sanitary, and in good condition, and other than ordinary wear and tear, return the Rental Property to Landlord in the same condition as at the beginning of the lease.

Tenant is required to promptly notify Landlord of any dangerous conditions or defects found in the Rental Property, or arising during the term of this Agreement, whether pre-existing, caused by Tenant, minor children (if any), or guests, and whether negligently or intentionally caused.

17. Insurance

Tenant is required to obtain and maintain, at Tenant's expense, insurance that will cover bodily injury, personal injury, and property damage, occurring on the Rental Property, and naming Landlord as an additional insured. Tenant will provide proof of this insurance coverage to Landlord.

18. Rights of access

Landlord and Landlord's agents are permitted to access the Rental Property in the event of an emergency without prior notice. Otherwise, Landlord and Landlord's agents are permitted to access the Rental Property with at least [ADVANCE NOTICE TIME] advance notice for access at reasonable times during the day for the following purposes: an annual inspection to check for safety or maintenance problems and evaluate the overall condition of the Rental Property, to make repairs and/or improvements, or to show the Rental Property to prospective buyers or tenants. Notice of intent to access the Rental Property will be given in writing posted on or

under the front door of the Rental Property.

19. Extended absence

Tenant will notify Landlord if Tenant will be away from the Rental Property for an extended period of time (for more than one week at a time) and Landlord may enter the Rental Property from time to time to perform necessary maintenance or upgrades to the Rental Property during that time.

20. Notices

If not specified otherwise above, any notices required under this Agreement will be served on the other party at the following:

Landlord --

[LANDLORD]
[LANDLORD NOTICE ADDRESS]
[LANDLORD CITY STATE ZIP]
[LANDLORD COUNTRY]
[LANDLORD EMAIL]

Tenant --

[TENANT]
[TENANT NOTICE ADDRESS]
[TENANT CITY STATE ZIP]
[TENANT COUNTRY]
[TENANT EMAIL]

If the receiving party of any notice from the other party does not receive acknowledgment of receipt of any notice sent by email within 48 hours, a follow up notice must be sent by U.S. Mail or personally delivering to the other party.

21. Termination of tenancy

When the tenancy under this Agreement ends, Tenant will be required to do the following: empty and clean the Rental Property such that it is clean, sanitary, and good condition, subject only to ordinary wear and tear, return all keys to Landlord, and provide Landlord with a forwarding address for purposes of return of security deposit or other necessary communications.

22. Additional provisions

Additional provisions to this Agreement are the following:

[ADDITIONAL PROVISIONS]

23. Disclosures

According to law, Landlord is required to provide you with the following disclosures:

[DISCLOSURES]

These disclosures are attached to this Agreement and must be signed at the same time as executing this Agreement.

24. Applicable law

This Agreement will be interpreted and governed by the laws of the State of [STATE] and the venue of any dispute over this Agreement will be in the County of [COUNTY] in the State of [STATE].

In the event of a dispute between the parties arising under this Agreement, the parties will make good faith efforts to discuss the dispute in person and attempt to reach resolution.

25. Severability of provisions

Should any portion of this Agreement be held to be illegal, invalid, or unenforceable under the laws of the State of [STATE] or any other court of competent jurisdiction, that provision will be considered ineffective only to the extent of that invalidity without invalidating the entire contract.

26. No waiver

No waiver of any term or condition or breach of this Agreement will be binding on either party unless agreed to in writing by the waiving party. The failure of either party to enforce the provisions of the Agreement will not affect the validity of either party's right to enforce each and every provision at any and all times thereafter.

27. Entire agreement

This Agreement, including all attachments (if any), constitutes the entire agreement between the parties supersedes all previous negotiations, agreements and commitments whether written or oral with respect to this tenancy. Any modification of this Agreement shall be in writing and shall be signed by each party. There are no understandings, representations or warranties except as herein expressly set forth and no rights are granted except as expressly set forth herein.

Executed by the Parties on the dates indicated below.

Date:

[LANDLORD.FirstName] [LANDLORD.LastName]

Date:

[TENANT.FirstName] [TENANT.LastName]