

RESIDENTIAL LEASE AGREEMENT

[SENDER.FirstName] [SENDER.LastName] (“Landlord”) agrees to rent to [SIGNER.FirstName] [SIGNER.LastName] and [SIGNER2.FirstName] [SIGNER2.LastName] (“Tenants”) the following real property under the terms set forth in this Residential Lease Agreement:

[PROPERTY ADDRESS]

(“Property”)

1. Term of agreement

The rental term begins on [START DATE] (“Start Date”) and continues as follows:

Month-to-month. The rental tenancy of the Property will continue on a month-to-month basis until terminated under the terms of this agreement.

Lease. The lease of the Property will continue for one calendar year or until [END DATE]. Any holdover of the Property thereafter will be on a month-to-month basis.

2. Rent

Tenants agree to pay [MONTHLY RENT] to rent the Property, and such payments will be made (after the initial payment due on the date of signing) on or before the first day of each month. If the Start Date is on a day other than the first of the month, rent will be prorated for the first month.

Payments will be made by [PAYMENT OPTIONS] to [PAYMENT LOCATION].

If payments are sent by mail, they must be sent sufficiently in advance of the due date to ensure delivery on or before the first day of the month.

3. Security deposit

Tenants will pay Landlord a security deposit of [SECURITY DEPOSIT] on the day this Residential Lease Agreement is signed. Landlord is not required to keep security deposit funds in a trust account, nor required to pay any interest on it, unless required by law.

Within 30 days of the termination of this lease (and Tenant vacating the Property), Landlord will provide the Tenants with an itemized statement showing any retention of any portions of the Security Deposit amount for the cost of repair or cleaning above and beyond the ordinary wear and tear on the Property or any other sums due to Landlord under this Residential Lease Agreement. Tenants are not permitted to treat the Security Deposit as payment of any rent payment.

4. Late fees and returned check charges

Late fees of [LATE FEE] per day will apply beginning on the fifth day of each month if payment is not timely made, or the maximum amount authorized by law.

Any rent payments that are returned for insufficient funds, a “stop payment,” or any other reason, will incur a returned check charge of [RETURNED CHECK CHARGE].

5. Move-in payments due

The following payments are due upon the date of signing of this Residential Lease Agreement and before Tenants move in to the Property:

First month's rent (prorated) [PRORATED RENT]

Last month's rent [LAST RENT]

Security Deposit [SECURITY DEPOSIT]

Other [OTHER MOVE IN CHARGE]

6. Insurance

Tenants are required to provide proof of insurance to the Landlord.

7. Occupants

The occupants of the Property, and for residential use only, will only be the following: [TENANTS] and the following: [OTHER RESIDENTS].

No pets or other animals are allowed to be kept on the Property except the following[PETS].

8. Maintenance and upkeep

Tenants will maintain the property in clean and sanitary condition, inside and outside of the residence, including the following: [SPECIFIC MAINTENANCE]

Tenants will promptly notify the Landlord of any problem, malfunction or damages to the Property, appliances, and landscaping, in writing. The Landlord will take reasonable corrective actions. If the problem was caused by Tenants, or their guests or invitees, and not reasonable wear and tear on the Property, Landlord reserves the right to require Tenants to bear the costs of repair.

Tenants are not permitted to make any modifications to the Property, such as painting, nails in any walls, or other modifications that would alter the condition of the Property beyond ordinary wear and tear.

9. Keys

Keys to the Property are owned by the Landlord, not the Tenants. Tenants are not permitted to make any copies thereof. If keys are lost or additional keys are needed, Tenants must arrange to obtain them from the Landlord at Tenants' cost. All keys will be returned to Landlord upon termination of this lease.

10. Utilities

Landlord will provide the following utilities for the Property:[INCLUDED UTILITIES].

Tenants will arrange for, and make payments for, the following other utilities:[TENANT UTILITIES]

Other utility requirements are as follows: [OTHER UTILITIES].

11. Quiet enjoyment

Tenants will be respectful of the neighbors and community where the Property is located and not create nuisances or excessive noise, nor will any illegal conduct be carried out on the premises. Commission of criminal conduct on the Property will be grounds for immediate termination of this Residential Lease Agreement and an obligation for Tenant to immediately vacate the Property.

12. Termination

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

If this Residential Lease Agreement is on a month-to-month basis (as indicated in Paragraph 1), either Landlord or Tenant may terminate this agreement by providing at least 30-day advance written notice of intention to terminate to the other party.

If this Residential Lease Agreement is on a lease basis (as indicated in Paragraph 1), this agreement will terminate on 11:59pm on [END DATE]. If Tenants do not vacate the Property at that time, this lease will convert into a month-to-month tenancy and all other terms of this Residential Lease Agreement will remain in full force and effect.

13. Assignment and subletting

This Residential Lease Agreement cannot be assigned by Tenants to any other person without advance written consent from the Landlord. Landlord may assign this agreement, however, to a new property owner if the Property is sold during the term of this agreement.

14. Rights of access

Landlord and Landlord's agents are permitted to access the Property in the event of an emergency without prior notice, or with at least [NOTICE DAYS] advance written notice for any other purpose, such as to make repairs.

15. Additional provisions

Additional provisions to this Agreement are the following:

[ADDITIONAL PROVISIONS]

16. 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.

17. 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.

18. 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:

[SENDER.FirstName] [SENDER.LastName], Landlord
[SENDER NOTICE ADDRESS]
[SENDER PHONE]
[SENDER.Email]

Date:

[SIGNER.FirstName] [SIGNER.LastName], Tenant 1
[SIGNER NOTICE ADDRESS 1]
[SIGNER PHONE 1]
[SIGNER.Email]

Date:

[SIGNER2.FirstName] [SIGNER2.LastName], Tenant 2
[SIGNER NOTICE ADDRESS 2]
[SIGNER PHONE 2]
[SIGNER2.Email]