# *RENTAL AGREEMENT*

This Rental Agreement (the "Lease") is by and between _____ ("Landlord"), and _____ ("Tenant"). The parties agree as follows:

**LEGAL ADDRESS.** The legal address for the premises is: _____

**TERM.** The rental term begins on _____ and terminates on _____.

**RENT PAYMENTS.** Tenant shall pay to Landlord rent payments of $_____, payable in advance on the _____ day of each month. rent payments shall be made to the Landlord at _____, which may be changed from time to time by Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Agreement, Tenant shall pay to Landlord a security deposit of $_____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Agreement, and shall yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the rental period, Tenant shall remove its goods and effects and return the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**OCCUPANTS.** No more than ___ person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

**PETS.** Pets shall be allowed on the Premises subject to the approval of the Landlord. A pet security deposit of $_____ shall be paid by the Tenant to the Landlord in addition to the rental security deposit.

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**PROPERTY INSURANCE.** The Landlord shall be responsible for maintaining appropriate insurance for its interest in the Premises. The Tenant shall be responsible for maintaining renters insurance to cover its property located at the Premises.

**RENEWAL TERMS.** At the end of the Agreement period, the lease shall revert to a month-tomonth rental agreement. Either party may terminate the month-to-month rental agreement by giving ___ days' notice to the other party. During the month-to-month rental agreement period, the terms shall be the same as those outlined in the Lease.

**KEYS.** Tenant will be given ___ key(s) to the Premises and ___ mailbox key(s) if applicable. If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged $_____.

**LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged $_____ to regain entry.

**MAINTENANCE.** Landlord shall be responsible for keeping the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. The Tenant shall notify the Landlord of any repairs that need to be made to the property.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** The Landlord shall pay all real estate taxes and assessments for the Premises.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon ___ days' written notice to Tenant that the Premises have been sold.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 7 days after the occurrence of the destruction, and if the cost of repair is less than $_____, Landlord shall repair the Premises and a reasonable proportion of the rent payments shall abate during the period of the repair according to the extent to which the Premises have been rendered unlivable. However, if the damage is not repairable within 7 days, or if the cost of repair is $_____ or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon ___ days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**HABITABILITY.** Tenant acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed rent payments are fair and

reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any monthly rent payment or term by which Tenant is bound. If Tenant fails to cure any financial obligation within ___ days (or any other obligation within ___ days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For any monthly rent payment that is not paid within ___ days after its due date, Tenant shall pay a late fee of $_____.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged $_____ for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "For Rent" signs and show the Premises to prospective tenants.

**DANGEROUS MATERIALS.** Tenant shall not keep on the Premises any dangerous, flammable, or explosive material that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

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**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of _____.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**LANDLORD:**

_____ Signed
_____ Printed
_____ Date

**TENANT:**

_____ Signed
_____ Printed

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_____ Date

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