

LEASE AGREEMENT (Sample)

DATE: 1/1/2012

1. **AGREEMENT** between **Mr. and Mrs. Owners names (OWNERS)** and **Tenant(s) name (TENANT(s))** for Dwelling located at **Street, city and zip.**
2. **TENANT** agrees to lease this dwelling for twelve months, beginning 2 January 2012 for **\$545.00** per month thereafter payable in advance, and without demand, on the 1st day of every calendar month to OWNERS. **When rent is paid on or before the 3rd day of the rent due date, Tenant(s) may take a \$35.00 discount making the rent \$510.00. When rent is not paid by the 3rd day of due date, full rent is due in addition for everyday after there is a \$2.00 per day charge due until all rent and charges are paid.** Check or Money Order payable to: Owners. Cash will be picked up by owners.

OWNERS PHONE NUMBER IS: 555-555-5555.

THE FIRST MONTH'S RENT FOR THIS DWELLING IS: **\$510.00**

THE SECURITY DEPOSIT ON THIS DWELLING IS: **\$510.00**

THE BOROUGH DEPOSIT ON THIS DWELLING IS: **\$ W/BOROUGH.**

3. If tenant(s) intend to move, they agree to give **OWNER WRITTEN NOTICE** at **least 30 days** prior to lease expiring. **OWNERS** will refund all deposits due on this dwelling (security and key) within 30 days after Tenant(s) have moved out completely and returned their keys; Provided that, **TENANT(S) LEAVE THE DWELLING CLEAN, UNDAMAGED, PROVIDED PROOF THAT ALL OUTSTANDING UTILITIES HAVE BEEN PAID, THAT THE REQUIREMENTS OF THIS LEASE HAS BEEN MET, AND PROVIDED A FORWARDING ADDRESS TO THE OWNERS.** Failure to do so **MAY CAUSE FORFEITURE OF DEPOSIT OR will delay return of deposits.**

4. **TENANT(S) AGREE TO THE FOLLOWING:**

- A. Keeps' home, yards and garbage areas **CLEAN** at all times. No discarded furniture, cars, toys, etc. may be left in the yard.
- B. To respect the **RIGHTS OF OTHERS** and to keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- C. Not to paint or otherwise alter dwelling without **FIRST** getting written permission from the owner. In the event that permission is granted **ONLY "OFF-WHITE"** paint is permitted to be used.
- D. Parks motor vehicle in assigned space (if applicable) and keeps space clean.
- E. **NOT** to repair motor vehicles on the premises if such repairs will take longer than a single day.
- F. Allow **OWNER** of the property to inspect the dwelling or show it to prospective tenants at any and all reasonable times. Should this property be "listed for sale" or become listed "for sale" tenant must permit property to be shown.
- G. **NOT** to keep any liquid-filled furniture in this dwelling (i.e. water bed, "living

furniture"). In special case's waterbeds will be permitted but waterbed insurance will be required.

H. To pay rent by check, money order or cash. Checks and money orders are to be made payable to Owner and mailed to owner's address listed at the front of this lease. Owner is NOT responsible for rental checks that are lost or stolen in the mail. Cash will be picked up by the owner by the 1st to 3rd business day after the rental due date. Full rent will be imposed if rent is not received by the above. In the event that a check is returned from the bank for insufficient funds or other reason, a \$35.00 bookkeeping fee will be charged to the tenant. PLEASE INITIAL THIS SECTION

I. To pay for REPAIRS OF ALL DAMAGE, INCLUDING DRAIN STOPPAGES TENANT OR THEIR GUESTS HAVE CAUSED. Damages are to include broken windows, defacement of property, broken/removed fences or other property included with the building, doors, broken locks or lost keys, etc. Normal wear and tears repairs will be the responsibility of the owner. PLEASE INITIAL THIS SECTION

J. Pets are permitted. This is considered a privilege and owner may withdraw permission at any time and for any reason.

K. House may not be sublet during any term of this lease and no one may live on the property unless they are listed on the lease. Anyone residing on the property without being on the lease shall be cause for eviction.

L. The security deposit may NOT be used for the last month's rent or any month's rent. The security deposit will be returned after the house is inspected and proof of all outstanding utilities having been paid. PLEASE INITIAL THIS SECTION

N. Fully responsible for the cutting of the grass, trimming, and snow removal.

O. Under no circumstances may tenant(s) or children of tenant(s) or anyone residing in the apartment or visitors to the house converse, yell, throw things or hang out windows. Further, windows must be covered with appropriate shades and or curtains; towels, sheets, plastic, etc. may not be used.

P. **MAY NOT**, without express written consent from the owner, operate any type of business from their house.

Q. Must inform owner of their phone numbers or any change in their phone numbers. Phone numbers are required in the event of an emergency.

R. Required to immediately notify owner of any change in employment and provide a current work phone number.

S. Must notify the owner in the event of emergency of any problems immediately **AFTER CALLING THE POLICE OR FIRE DEPARTMENT. OWNER IS REQUIRED TO BE ON THE PREMISES IN THE EVENT OF AN EMERGENCY.**

T. UNDER NO CIRCUMSTANCES may portable kerosene, gasoline, propane, wood or any type of portable heater be permitted on the premises WITHOUT written consent from the owner. No tenant is authorized to make any type of

repairs to furnace, stoves, heating systems, wiring, plumbing, etc. without express written consent from the owner. Any damage done as a result of unauthorized repairs to the premises will be the responsibility of the tenant and they will be charged for any damages. By signing this lease the tenant(s) hereby acknowledge that they will pay for any damages done as a result of poor workmanship or lack of knowledge and skills in repairs to any of the above listed. **PLEASE INITIAL THIS SECTION.**

U. Keep utility bill current. **PLEASE INITIAL THIS SECTION.**

V. This lease is automatically terminated in the event of fire or other catastrophe rendering the building uninhabitable.

W. Tenant is encouraged to maintain "renters" insurance for personal belongings; owners are not responsible for damage of tenants belongings for any reason.

X. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Tenant is hereby notified that this building MAY contain lead paint, but owner has no specific knowledge of this.

5. VIOLATION OF ANY PART OF THIS AGREEMENT, NONPAYMENT, OR LATE PAYMENT OF RENT ANY MONTH SHALL BE CAUSE FOR EVICTION UNDER APPROPRIATE SECTIONS OF THE APPLICABLE CODES, AND THE PREVAILING PARTY SHALL RECOVER COURT COSTS AND REASONABLE ATTORNEY'S FEES.

6. IN THE EVENT THAT THE TENANT(S) SHOULD EXPERIENCE FINANCIAL DIFFICULTIES THEY ARE INSTRUCTED TO CALL THE OWNER IMMEDIATELY TO EXPLAIN THE CIRCUMSTANCES. SHOULD THE TENANT(S) FAIL TO CONTACT THE OWNER BY THE 3RD DAY OF THE MONTH, EVICTION PROCEEDINGS WILL BE STARTED ON THE 4TH DAY OF THE MONTH AND THE TENANT WILL BE RESPONSIBLE FOR ANY EXPENSES INCURRED THROUGH THE DISTRICT MAGISTRATES OFFICE TO HALT THE EVICTION PROCESS.

7. Tenant and landlord agree upon signing of this lease to waive the applicable day notice period that would be delivered for nonperformance either by; nonpayment of rent or violating any term of this agreement. THIS MEANS THAT THE OWNER IS NOT REQUIRED TO NOTIFY YOU THAT THEY ARE EVICTING YOU FOR THE ABOVE. OWNER WILL JUST AUTOMATICALLY FILE. PLEASE INITIAL THIS SECTION

8. ONLY THE FOLLOWING ADDITIONAL PERSONS ARE PERMITTED TO LIVE IN THE DWELLING: Children/family/friends of tenant(s) are listed here.

9. The following items are provided by the owners:

- Window Air conditioner in bedroom and dining room, Kitchen Stove

10. TENANT(S) PAYS ALL UTILITIES.

11. Tenant(s) fully understand this lease, agree to it and have had it explained in detail prior to signing.

OWNER (date)

TENANT (date)

OWNER (date)

TENANT (date)