

# LEASE AGREEMENT

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The parties agree as follows:

LEASE DATE:

\_\_\_\_\_

PARTIES TO THIS LEASE:

Landlord \_\_\_\_\_  
Address for notices \_\_\_\_\_

Tenants and Addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERM:

1. The Term of this Lease Shall be **0 years** **months:** beginning \_\_\_\_\_ and ending \_\_\_\_\_

PREMISES RENTED:

2.

USE OF PREMISES:

3. The Premises may be used as a *living place for those listed on this lease only* as per \_\_\_\_\_ regulations.

RENT:

4. The rent is as follows: enter rent instructions  
*Landlord need not give Tenant notice to pay rent. Tenant must pay the rent in full and not subtract any amount from it.*

SECURITY:

5. Tenant has given Landlord \$ \_\_\_\_\_ as security. If Tenant fully complies with all of the terms of this Lease Landlord will return the security after the Term ends. If Tenant does not fully comply with the term of this Lease, Landlord may use the security to pay amounts owed by Tenant, including damages.

UTILITIES AND SERVICES:

6. Tenant must pay for the following utilities and services: **gas, water, electric, telephone, cable, gardening, interior cleaning**

FURNISHINGS:

7. The Unit \_\_\_\_\_ IS \_\_\_\_\_ IS NOT furnished. If furnished, include a list of furniture and condition on another sheet.

REPAIRS, ALTERATIONS:

8. Tenant must keep, and at the end of the term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear or damage to the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added to and payable as rent. ***Tenant must not alter, decorate, change or add to the Premises. This includes tape, nail or pin holes on the walls, ceilings, or floors.***

LANDLORD MAY ENTER, SIGNS:

9. Landlord may at reasonable times, enter the Premises to examine, to make repairs, and to show it to possible buyers, lenders of tenants. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

COMPLIANCE WITH AUTHORITIES:

10. Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters of similar group.

COOKING:

11. Tenant may cook only in the areas specially set aside by Landlord for cooking.

CARE OF PREMISES, GROUNDS:

12. Tenant must not allow anyone to bring in dirt or sand, nor enter the Premises in wet clothing. Tenant must use special areas provided for showering and dressing after outside activities. Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

FIRE DAMAGE:

13. Tenant must give Landlord immediate notice in case of fire or other damages to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant \_\_\_\_\_ days' written notice. The Term shall be over at the end of \_\_\_\_\_ day and all rent shall be paid to the date of the damage.

NO LIABILITY:

14. Landlord shall not be liable for injury or damage to Tenant or to any person who uses or is on the Premises, or be liable for damage to their property, unless it results from Landlord's negligence. Tenant is responsible for all acts of Tenant's family, employees and persons Tenant invites onto the Premises.

LANDLORD'S CONSENT:

15. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

ASSIGNMENT, SUBLET:

16. Tenant may not sublet all or Part of the premises, or assign this Lease or permit any other person to use the Premises.

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**TENANT'S  
DEFAULTS:**

**17.a** Landlord may give 5 days written notice to tenant to correct any of the following defaults:

- 17.a.1** Failure to pay rent or added rent on time.
- 17.a.2** Improper assignment of the Lease, subletting all or part of the Premises, or allowing another to use the Premises.
- 17.a.3** Improper conduct by Tenant or other occupant of the Premises.
- 17.a.4** Failure to fully perform any other term in the Lease.

**17.b** If Tenant fails to correct the defaults in section 17.a within 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

**LANDLORD'S  
REMEDIES:**

**17.c** If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

- 17.c.1** Enter the Premises and remove Tenant and any person or property;
- 17.c.2** Use dispossession, eviction or other lawsuit method to take back the Premises.

**17.d** If the Lease is ended or Landlord takes back the Premises, Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations. Broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waves all rights to return to the Premises after possession is given to the Landlord by a Court.

**CORRECTING  
TENANT'S  
DEFAULT:**

**18. If Tenant fails to correct a default after notice from landlord,** Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added to and payable as rent.

**WAIVER OF  
JURY.  
CONTERCLAIM  
, SET OFF:**

**19.** Landlord and Tenant waive trial by jury in any matter which comes up between the parties under or because of this lease (except for a personal injury or property damage claim). In a proceeding to get possession of the premises, Tenant shall not have the right to make a counterclaim or set off.

**ILLEGALITY:**

**20.** If any part of this Lease is not legal, the rest of the Lease will be unaffected.

**NO WAIVER:**

**21.** Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

**NOTICES:**

**22.** Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

**SUBORDINATI  
ON:**

**23.** This lease and Tenant's rights are subject and subordinate to: all leases for the Premises or the land on which it stands, mortgages on the leases or on the Premises or on the land, money paid or to be paid by the lender under mortgages, and changes of any kind in and extensions of such mortgages or leases whether now or in the future. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

**MARGIN  
HEADINGS:**

**24.** The margin headings are for convenience only.

**QUIET  
ENJOYMENT:**

**25.** Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have hold and enjoy the Premises for the Term of this Lease.

**SUCCESSORS:  
CHANGES:**

**26.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

**29.** This Lease can be changed only by an agreement in writing signed by the parties to the Lease.

**PETS:**

**30.** No pets of any kind are allowed to visit or live on the Premises.

**SIGNATURES:**

The parties have entered into this Lease on the date first above stated.

Landlord: .....

Tenant: .....

.....

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