

# LEASE AGREEMENT



Screening Services

When a handshake isn't enough

Made this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_ by and between:

Landlord: \_\_\_\_\_

Full name of all tenants, including names of all adults and names and ages of all children: \_\_\_\_\_

## THE PARTIES INTEND TO CREATE:

A month to month tenancy commencing on: \_\_\_\_\_

A month to month lease requires a written \_\_\_\_\_ day notice to terminate tenancy, to be effective only on the first day of any month. Month to month leases may be at a higher rate, even for long term residents.

OR

A lease for the term of \_\_\_\_\_ months, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

At the expiration of this lease, all other terms of this agreement remain in effect until termination of tenancy.

The lease requires a written \_\_\_\_\_ day notice to terminate tenancy. Rents will be prorated for periods of less than a month only when a new resident moves in during the month.

If a Tenant moves out before the leasing period has expired he is guilty of breaching the rental agreement. The Tenant is still responsible for the rent until the end of the leasing period or until the property is re-rented to an owner approved, paying tenant. The Tenant is also responsible for any cleaning, advertising and miscellaneous expenses incurred to re-rent the suite. Such expenses will be subtracted from the security deposit.

## TENANT AGREES TO THE FOLLOWING:

- To pay in advance, without deductions or demand, a monthly rent of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month. Timely payment of the rent is the most important part of this lease. There is no grace period. The Landlord does not accept late or partial payments. Eviction proceeding will commence on the \_\_\_\_\_ day of the month. The rent will be collected between \_\_\_\_\_ (am) (pm) and \_\_\_\_\_ (am) (pm) at the rental property or it must reach the landlord by US mail at \_\_\_\_\_ on or before the first of each month. It is strongly recommended that you mail your check early. Landlord will not be responsible for the loss or theft of rent payments.
- To pay a security deposit of \$ \_\_\_\_\_. The deposit will be refunded within \_\_\_\_\_ days but no less than \_\_\_\_\_ days after vacating, if there is no cleaning or damage beyond ordinary wear and depreciation, and all rent and other charges have been paid in full. If the lease is renewed at a higher rate, additional funds will be required for deposit.
- To pay the following utilities: \_\_\_\_\_
- To put in the Tenant's name, all utilities for which the Tenant is responsible. This must be done before the Tenant receives the key or is permitted to move on to the property. Arrangements for the payment of the water and sewer charges are as follows: \_\_\_\_\_
- That any violation of any provision of this agreement by the Tenant, or any person on the premises with the Tenant's consent, or any failure to pay rent upon the due date shall result at the option of the Landlord in the immediate termination of this agreement with only such notice as may be required by law.
- After one NSF check has been received, the Tenant must pay all remaining rent by bank check, cash or money order. The Tenant agrees to pay \$ \_\_\_\_\_ for the first and only NSF check.

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- To use said premises as living quarters for residence of said named Tenants and for no other purpose. The number of overnight occupants must not exceed the number of occupants specified on the lease.
- No other persons shall occupy the premises without written consent of the Landlord. An additional fee of \$\_\_\_\_\_ per month will be charged for each additional person.
- To keep no birds, animals, or other pets on the premises without written consent of the Landlord; any consent so given may be withdrawn if, in the opinion of the Landlord, the pet constitutes a nuisance, causes complaints from neighbors, or adversely affects the normal maintenance of the property.
- Plantings should not be added to the landscaping without written permission of the Landlord. All such plantings become the property of the Landlord and may not be removed.
- Not to transfer or assign this agreement, nor let or sub-let the whole or any part of said premises.
- If a Tenant holds over after the term of the lease without the Landlord's written permission and as a result damages are caused to the Landlord or the new Tenant, the former Tenant agrees to be liable for all costs incurred. The Tenant agrees to provide a forwarding address.
- All vehicles, appliances and items of a personal nature that are left on or in the rental property after the termination of the lease become the property of the Landlord and may be sold or disposed of as the Landlord sees fit.

## THE TENANT STIPULATES TO THE FOLLOWING UNCONDITIONAL TERMS OF THE LEASE AGREEMENT:

- Landlord may enter said premises at any time with a 24-hour notice; to inspect, repair and maintain the property; to show the property to any prospective buyer, loan or insurance agent, and in case either party has given notice of termination of this tenancy, to show the premises to any prospective Tenants.
- In the event that this property is sold and the Tenant notified as required by law this agreement shall, at the option of the new owner, become null and void.
- Not to use said premises for any unlawful or immoral purposes, nor violate any regulations of the Board of Health, or laws set forth by homeowner assoc., city, state or federal government.
- Not to play any musical instrument or radio or television loud enough to be heard by other tenants or neighbors before 8am or after 10pm. No excessive noise, music, disorderly conduct or behavior annoying or disturbing to the neighbors or other tenants shall be permitted. The Landlord reserves the option to cancel this rental agreement, with a \_\_\_ day notice, for excessive noise or disturbances.
- The Tenant agrees not to allow the premises, including woodwork, floors and walls, or any furniture, fixtures or furnishings contained therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto. No painting or wallpapering permitted.

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- No tacks, nails, or screws will be driven into the walls, woodwork or ceilings.
- The Tenant is responsible for and agrees to pay for any damage done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of waste pipes caused by the Tenant, Tenant's family or guests. Tenant shall pay for cleaning out of any plumbing fixtures that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, waste basins or sinks.
- The following pets are permitted \_\_\_\_\_. If "none" is specified, no animals are permitted without the written consent of the Landlord. This includes visiting dogs, cats, etc. A Tenant who brings in an animal or allows a visitor to bring in an animal without written consent of the Landlord is responsible for complete replacement of all carpeting with no pro-rations and for any other damages caused by the animal.
- That no outdoor radio or television aerials of any kind may be installed by the Tenant, and the Tenant may not install or permit or allow anyone to install special lighting fixtures, Christmas lights, live Christmas trees, door chains or additional or re-keyed locks, air conditioning appliances, ventilating fans or any electrical or mechanical equipment in or upon said premises without the written consent of the Landlord.
- It is agreed that there shall be no vehicles (including motorcycles, trucks, trailer or boats) other than automobiles, operated or kept on premises by the Tenant, without the written consent of the Landlord. Noncompliance with the terms of the provision may result in any of said vehicles being towed from the premises at owner's risk and expense by:  
\_\_\_\_\_ (towing service).

- Vehicles parked are done so at the resident owner's risk and at no risk to the Landlord.
- No repair or painting of automobiles is permitted on the premises.
- The washing of automobiles is:  not permitted  permitted.
- Trash should be placed in the area provided and in tied plastic bags. Garbage should be placed at the curb on the appropriate day and not before.
- To maintain said premises in a clean, orderly, law-abiding manner, the Tenant is expected to leave the premises thoroughly cleaned upon vacating. Inspection will emphasize, but not be limited to the following:

All damages to the building caused by the moving and carrying of articles shall be paid by the Tenant.

Walls and ceiling, if soiled by grease and dirt marks should be washed.

All windows will be cleaned inside and out.

Window screens, rods and mini blinds, if applicable, will be cleaned and put in place.

Closets will be free of trash. Shelves and hanger rods will be cleaned.

Tile will be cleaned on both the walls and the floors.

Light fixtures will be free of dust and dirt and burned out bulbs replace.

Lavatories, toilets, bathtubs, showers, cabinets, and all fixtures will be thoroughly cleaned.

Stove, vent and hood will be thoroughly cleaned.

Refrigerator will be defrosted, cleaned and wiped dry; ice and vegetable trays returned to place, refrigerator door to be left in open position and unplugged.

Kitchen cabinets will be cleaned and free from grease.

Storage closets and garages should be cleaned.

Rugs should be cleaned of grease marks and/or other spots, and thoroughly vacuumed to remove dust and dirt.

Animal stains, cigarette burns or other such abuse will be subject to security deposit deductions. If in the opinion of the landlord, the carpet is not clean enough for a new tenant, the Landlord will have the carpet professionally cleaned and make an appropriate deduction from the security deposit.

Driveways or assigned parking spaces should be free of oil or debris.

- There will be a charge of approximately \$\_\_\_\_\_ an hour for all cleaning and repairs done by outside contractors.
- Apartment, mail box and garage keys must be returned before the security deposit is returned.
- In case the leased premises should be partially damaged by fire or other causes during the said term, the property shall be repaired by the Landlord or Insurance Company, with all reasonable dispatch. A proportionate reduction of rent shall be

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allowed the Tenant unless: (a) The Tenant can use and occupy the premises without substantial inconvenience (b) If said repairs are delayed because of the failure of said Tenant to adjust their own insurance. In case the damage shall amount substantially to the destruction of the premises, this lease shall become null and void and the responsibilities of the Landlord and the Tenant with reference to the un-expired term, shall cease.

- Landlord  strongly recommends  demands that the Tenant obtain renter's insurance. The Landlord must be listed as an "Interested Party" and given a copy of the policy.
- In the event the premises is not ready for occupancy on the date agreed upon, the Tenant shall not have cause for any damages whatsoever except a refund of rent for the period the premises is unavailable. The amount of the refund shall be pro-rated based upon the monthly rent.
- That the Tenant has read this lease and that the Tenant has not relied upon any oral provisions or warranties made by the Landlord or his agent in leasing the premises. Nothing contained in this agreement shall be construed as waiving any of the Landlord's or Tenant's rights under the law. If any part of this agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provisions of this agreement.
- Other terms: \_\_\_\_\_

**EVERY RESIDENT IS JOINTLY AND SEPARATELY LIABLE FOR RENT PAYMENTS UNDER THE TERMS OF THIS AGREEMENT.**

The Tenant agrees that a non-payment, late payment or breach of any of the terms of this rental agreement may be submitted to a credit and/or tenant reporting agency, and may create a negative record on your credit report. **WARNING: THIS IS A BINDING LEGAL CONTRACT. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS.**

- The undersigned Tenant(s) acknowledges that the rental property has personally been inspected and found to be in good condition except as noted on the Move-In Move-Out Inspection Form known as Page 5 of 5. Tenant will be responsible for loss, breakage, burns, holes, or other damages not recorded at date of acceptance.
- For rental dwellings built before January 1, 1978, Tenant acknowledges receipt of the following:
  - Lead Based Paint Disclosure Form
  - EPA Pamphlet Protect Your Family From Lead in Your Home.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

# MOVE-IN MOVE-OUT STATEMENT



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Address of rental property: \_\_\_\_\_

**The undersigned Tenant(s) acknowledges that the rental property has personally been inspected and found to be in good condition except as noted below. Tenant will be responsible for loss, breakage, burns, holes, or other damages not recorded at date of acceptance.**

<b>MOVE-IN INSPECTION</b> (Made with Tenant present and before occupancy)	<b>MOVE-OUT INSPECTION</b> (Made with Tenant not present)
Living Room	Living Room
Dining Room	Dining Room
Kitchen	Kitchen
Appliances provided:	Appliances provided:
Broiler Pan (replacement) cost \$	Broiler Pan (replacement) cost \$
Bedroom 1	Bedroom 1
Bedroom 2	Bedroom 2
Bedroom 3	Bedroom 3
Bathroom 1	Bathroom 1
Bathroom 2	Bathroom 2
Bathroom 3	Bathroom 3
Fireplace	Fireplace
No. of Keys Received	No. of Keys Received
Garage	Garage
Smoke Detectors: Batteries Checked and in Working Condition	Smoke Detectors: Batteries Checked and in Working Condition

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_