

APARTMENT LEASE AGREEMENT

This **Lease Agreement** ("Agreement"), made this _____ (mm/dd/yyyy) is between _____ hereinafter referred to as "Landlord", with a mailing address of _____ and _____, jointly and severally, if more than one, hereinafter referred to as the "Tenant", whether singular or plural. Only the person(s) listed in this Agreement may occupy the Premises.

WITNESSETH:

PREMISES. Landlord hereby leases the apartment unit located at: _____ (the "Premises") to the Tenant.

LEASE TERM. This Agreement shall be considered a: (Check One)

- **FIXED LEASE.** The Tenant shall be permitted to occupy the Premises starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
- Must vacate the Premises.

- **MONTH-TO-MONTH LEASE.** The Tenant shall be permitted to occupy the Premises on a month-to-month arrangement starting on _____ (mm/dd/yyyy) and ending upon a notice delivered ____ days from either Party to the other Party before the next rent payment due date ("Lease Term").

RENT. The Tenant shall pay the Landlord, in equal monthly installments of \$ _____ ("Rent"). The Rent shall be due on the ____ of every month ("Due Date") and paid under the following instructions: _____.

LATE CHARGES. If any amount under this lease is more than ____ days late, the Tenant agrees to pay a late fee of \$ _____.

PRORATION. The Tenant: (Check One)

- Shall take possession of the Premises before the start of the Lease Term on _____ (mm/dd/yyyy) and agrees to pay \$ _____ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

- Shall not be taking possession of the Premises before the Lease Term.

INSUFFICIENT FUNDS. The Tenant agrees to pay the charge of \$ _____ for each check given by the Tenant to Landlord that is returned to Landlord due to a lack of sufficient funds.

UTILITIES AND SERVICES. The Tenant will be responsible for all utilities and services required on the Premises, except for the following (list services paid by Landlord):

_____.

OCCUPANTS. The Premises is to be used as a residential dwelling only. The Tenant:

WILL have additional Occupant(s) residing in the Premises (list all occupants):
_____ the "Occupant(s)".

WILL NOT have additional Occupants residing in the Premises.

SECURITY DEPOSIT. As part of this Agreement: (Check One)

- The Landlord requires a payment in the amount of \$_____ ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within ____ days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

- The Landlord does not require a Security Deposit as part of this Agreement.

HOLDOVER. In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$_____ per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

EXTENDED ABSENCES. In the event Tenant will be away from the premises for more than _____ consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

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

SMOKING. Smoking on the Premises is: (Check One)

- Permitted ONLY in the following areas: _____.

- Prohibited on the Premises and Common Areas.

PARKING. The Tenant: (Check One):

Shall be entitled to use _____ parking space(s) for the parking of motor vehicle(s).
Tenant Will Will NOT be responsible for paying an additional \$_____ per month
for said parking space(s).

Shall NOT be provided parking.

PETS. The Tenant is (check one):

- NOT permitted to have pets of any nature on the Premises.

- Permitted to have _____ pet(s) on the Premises, ONLY consisting of:
_____. (Pet type(s))

If permitted, the Landlord shall: Charge NOT charge a (refundable non-refundable)
fee of \$_____, unless there are damages that result from the pet(s).

NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the
following addresses:

Landlord's / Agent's Address:

_____.

Tenant's Mailing Address: (Check One)

- The Premises.

- Other: _____.

RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal
working hours by providing at least _____ hours' notice in order for inspection, make necessary
repairs, alterations or improvements, to supply services as agreed or for any reasonable
purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or
lessees upon reasonable notice.

POSSESSION. Tenant has examined the condition of the Premises and by taking possession
acknowledges that they have accepted the Premises in good order and in its current condition
except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises
at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the
Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant
cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with
any other pre-paid rent, fees, including if the Tenant paid a fee during the application process
before the execution of this Agreement.

ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term,
whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs,
cards, or any type of keyless security entry as needed to enter the common areas and the

Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly " cursory " inspection may be required for all fire extinguishers to make sure they are fully charged.

GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS SUBSTANCES. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

LEAD PAINT. (check one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.
- The Premises was not built prior to 1978.

ADDITIONAL TERMS AND CONDITIONS.

ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises is located.

This Agreement has been entered into on _____ (mm/dd/yyyy).

Landlord's Signature _____ Date _____

Print Name: _____

Tenant's Signature _____ Date _____

Print Name: _____

Tenant's Signature _____ Date _____

Print Name: _____

AMOUNT DUE AT SIGNING (OPTIONAL)

First months' rent: \$ _____

Security Deposit: \$ _____

Rent Pre-Payment: \$ _____

Proration: \$ _____

Dog Deposit: \$ _____

Dog Fee: \$ _____

Cat Deposit: \$ _____

Cat Fee: \$ _____

Parking: \$ _____

TOTAL DUE: \$ _____