

Residential Lease

BY THIS AGREEMENT made and entered into on _____,
between **Chad & Nicole Bryan**, herein referred to as Lessor, and
_____, here in referred to as Lessee. Lessor leases to
Lessee the premises situated at
_____,
County of _____, together with all appurtenances, for a term of ____
month(s), to start on _____, and to end on
_____ at 5:00 PM.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$ _____ **per month in the advance on the 1st day of each calendar month**, beginning _____ 20__ at 5:00 PM, at such other place as Lessor may designate.
2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one *personal check, cashier's check, or money order made out to Chad or Nicole Bryan*. Cash may also be paid, but Lessee is responsible for being readily available for rent pick up and to make arrangements for such payment.
3. **Late Payments.** For any late payment not paid by the due date, Lessee shall pay a fee in the amount of **\$25.00 (twenty five dollars)**.
4. **Returned Checks.** If for any reason, a check is used by Lessee to pay Lessor is returned without having been paid, **Lessee will pay a charge of \$25.00 (twenty five dollars)** as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for the payment of rent.
5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor _____ (**_____ Dollars**), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single residence and neither the premises nor any part thereof shall be used at any time during the term of this lease by the lessor for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all

sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than ___ persons, consisting of ___ adult(s) and ___ child(ren) under the age of 18 years, without the written consent of the Lessor.
9. **Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable conditions.
10. **Keys.** Lessee will be given ___ key(s) to the premises. If all keys are not returned to Lessor following termination of the lease, Lessee shall be charged \$5.00 per key.
11. **Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and provide lessor with one duplicate key per lock.
12. **Lockout.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.
13. **Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any vehicle or its content. Snow removal is the responsibility of the vehicle owner. Any tenant wishes to rent a parking space or garage must sign a parking space or garage rental agreement.
14. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the lessor, or an assignment or subletting by operation of the law, shall be void and shall, at Lessor's option, terminate this lease.
15. **Alterations and Improvements.** Lessee shall make no alterations to the building on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises

by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. **Damages to Property.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act of that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to repair or rebuild, the term of this lease shall end and rent shall be prorated up to the time of the damage.
17. **Dangerous Materials.** Lessee shall not keep or have any on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
18. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
19. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
20. **Maintenance and Repair.** Lessee will, at his sole expense keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, keep the electric bills in order, keep the walks free from dirt and debris, and at his sole expense, shall make all required repairs by a licensed repair person, to the plumbing, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect of that of himself or his employee, family, agent, or visitor. Major maintenances and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his directions without prior written consent of the Lessor.

21. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. This includes indoor or outdoor pets. At the time of signing this lease, Lessee shall pay to Lessor, a nonrefundable deposit of \$_____. This deposit is in addition to any other security deposit stated in this lease. *Pets are not allowed in every unit.*

Additional Notes:

22. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is a law to the contrary.

23. **Display of Signs.** During the last 30 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

24. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify, Lessee's rights substantially and not become effective without notice of at least 2 weeks.

25. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on **30 days written notice** served by either the Lessor or Lessee on the other party. A new year lease could also be renewed if requested by Lessee and approved by Lessor.

27. **Notice of Intent to Vacate.** (This paragraph applies only when this agreement is or has become a month-to-month agreement.) Lessor shall advise Lessee of any changes in the terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this agreement.

28. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were

at the commencement of this lease, reasonable use and wear thereof and damages by elements expected.

29. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Lessor, shall terminate and be fore dieted, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, **within 30 days** of receipt such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
30. **Abandonment.** If any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages for any payment of any kind whatsoever, and may at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor and by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relived of all liability for doing so.
31. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns or the parties hereto, and all covenants are to be construed as conditions of this lease.
32. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your public health unit.
33. **Lead Based Paint Disclosure.** As required by law, Lessor makes the following disclosure: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can post health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before

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renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

34. **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, constructed, and enforced as so limited.

35. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. It is recommended, at sole expense to Lessee, that Lessee takes out a renter's insurance policy with an insurance firm of their choice.

_____ INITIAL: **Opt Out Clause** : Lessee and Lessor must both initial here if the requirement that Lessee obtain renter's insurance is waived. If requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence. It is recommended that Lessee provides their own insurance.

36. Other Terms:

Lessee _____ Date _____
Phone Number _____

Lessee _____ Date _____
Phone Number _____

Lessor _____ Date _____