

LEASE AGREEMENT

I. THE PARTIES

This Residential Lease Agreement (hereinafter referred to as the "Agreement") is entered into on this ____ day of _____, 20____, by and between:

Landlord: _____, with a mailing address of
_____ (hereinafter referred to as the "Landlord"), AND

Tenant(s): _____ and
_____ (hereinafter referred to as the "Tenant").

The Landlord and Tenant may be referred to collectively as the "Parties."

II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at:

Address: _____
City: _____ State:
_____ Zip Code:

(hereinafter referred to as the "Premises").

The Premises consists of the following property type:

☐ Single-Family Home

☐ Apartment

☐ Condominium

☐ Townhouse

☐ Other: _____

III. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Lease.** This Agreement shall begin on the _____ day of _____, 20____ and continue until the _____ day of _____, 20____. Upon the expiration of this term, the Agreement shall:

☐ Convert to a Month-to-Month tenancy.

☐ Terminate, and the Tenant shall vacate the Premises.

☐ **Month-to-Month Lease.** This Agreement shall begin on the _____ day of _____, 20____ and continue on a month-to-month basis until terminated by either Party upon providing proper written notice as required by State law.

IV. RENT

The Tenant shall pay the Landlord the sum of \$ _____ per month as Rent.

Due Date: Rent is due on the _____ day of each month.

First Month's Rent: Upon the execution of this Agreement, the Tenant shall pay the Landlord the first month's rent in the amount of \$ _____ .

Payment Method: Rent shall be paid via the following method(s):

V. LATE FEES AND RETURNED CHECKS

Late Fee: If Rent is not paid within _____ days of the Due Date, the Tenant shall pay a late fee of:

☐ \$ _____ (Flat Fee)

☐ _____ % of the monthly rent

Returned Checks: If the Tenant pays by check and the check is returned for insufficient funds (NSF), the Tenant shall pay a fee of \$ _____ in addition to any bank charges incurred by the Landlord.

VI. SECURITY DEPOSIT

Upon the execution of this Agreement, the Tenant shall pay the Landlord a Security Deposit in the amount of \$ _____ .

The Security Deposit shall be held by the Landlord as security for the Tenant's performance of obligations under this Agreement, including but not limited to payment of rent and repair of damages to the Premises beyond normal wear and tear. The Security Deposit shall be returned to

the Tenant within the timeframe required by the laws of the State where the Premises is located after the Tenant vacates the Premises, less any lawful deductions.

VII. UTILITIES AND SERVICES

The Parties agree that utilities and services for the Premises shall be the responsibility of the following:

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas/Oil:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Landscaping/Lawn Care:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

VIII. OCCUPANTS AND GUESTS

The Premises shall be occupied strictly for residential purposes by the Tenant(s) named in Section I and the following minor children/dependents:

Guests: Guests may stay on the Premises for a period not exceeding _____ days within a _____ month period. Any guest staying longer than this period requires the Landlord's written consent.

IX. PETS

The Tenant's right to keep pets on the Premises is as follows (check one):

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

The Tenant shall pay a non-refundable pet fee of \$ _____ and/or a refundable pet deposit of \$ _____ .

☐ **No Pets.** No pets of any kind are permitted on the Premises.

X. MAINTENANCE AND REPAIRS

Tenant's Obligations: The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant is responsible for repairing any damage caused by the Tenant, guests, or pets.

Landlord's Obligations: The Landlord agrees to maintain the structure, roof, plumbing, heating, and electrical systems in good working order and in compliance with applicable housing codes.

Notification: The Tenant must promptly notify the Landlord of any necessary repairs or dangerous conditions.

XI. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises to inspect the property, make necessary repairs, or show the Premises to prospective buyers or tenants.

Except in cases of emergency, the Landlord shall provide the Tenant with at least _____ hours/days written notice before entering the Premises.

XII. LEAD-BASED PAINT DISCLOSURE

Federal Law (42 U.S. Code § 4852d): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Landlord represents that the Premises was constructed (check one):

- ☐ Before January 1, 1978. (The Landlord must provide the Tenant with a Lead-Based Paint Disclosure Form and the EPA pamphlet "Protect Your Family from Lead in Your Home").
- ☐ On or after January 1, 1978.

XIII. PROHIBITED ACTS

The Tenant shall not engage in any illegal activities on the Premises.

Smoking Policy: Smoking is (check one):

- ☐ Permitted on the Premises.
- ☐ Prohibited on the Premises.
- ☐ Permitted only in designated outdoor areas.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of

_____ .

XV. ADDITIONAL TERMS AND CONDITIONS

Any additional terms, conditions, or amendments to this Agreement are described below:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified or

amended in writing signed by both Parties.

XVII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

LANDLORD SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE (if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ (Landlord) and _____ (Tenant), proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Date: ____ day of _____, 20____

Print Name: _____

(Seal)**