

RENT TO OWN CONTRACT

RENT-TO-OWN AGREEMENT (LEASE WITH OPTION TO PURCHASE)

This Rent-to-Own Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord/Seller: _____ ("Landlord") with a mailing address of _____, and

Tenant/Buyer: _____ ("Tenant") with a mailing address of _____.

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

I. 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 the following address (the "Property"):

The legal description of the Property is:

II. LEASE TERMS

1. Term of Lease

The Lease shall commence on the _____ day of _____, 20____ (the "Commencement Date") and shall terminate on the _____ day of _____, 20____ (the "Expiration Date"), unless otherwise terminated in accordance with this Agreement.

2. Rent

The Tenant shall pay to the Landlord the monthly rent amount of \$ _____ . Rent is due on the _____ day of each month.

3. Late Fees

If rent is not paid within _____ days of the due date, the Tenant shall pay a late fee of \$ _____ .

4. Security Deposit

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as security for the performance of the Tenant's obligations under this Lease.

5. Utilities

The Parties agree that utilities shall be paid as follows:

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

6. Maintenance and Repairs

The Tenant shall keep the Property in good, clean, and habitable condition. Major repairs (roof, structural, HVAC) shall be the responsibility of:

☐ Landlord ☐ Tenant

Minor repairs and routine maintenance shall be the responsibility of:

☐ Landlord ☐ Tenant

III. OPTION TO PURCHASE

7. Grant of Option

The Landlord hereby grants to the Tenant the exclusive option to purchase the Property

("Option") at any time during the Option Period, subject to the terms and conditions set forth herein.

8. Option Consideration (Option Fee)

In consideration for this Option, the Tenant shall pay the Landlord a non-refundable Option Fee of \$ _____. This fee is separate from the Rent and Security Deposit.

☐ The Option Fee shall be credited toward the Purchase Price at closing.

☐ The Option Fee shall NOT be credited toward the Purchase Price.

9. Purchase Price

The total purchase price for the Property shall be \$ _____.
(the "Purchase Price").

10. Option Period

The Option Period shall commence on the Commencement Date of the Lease and expire at 11:59 PM on the _____ day of _____, 20____. If the Tenant does not exercise the Option by this date, the Option shall automatically terminate, and the Landlord shall retain the Option Fee.

11. Exercise of Option

To exercise the Option, the Tenant must deliver written notice of intent to purchase to the Landlord at least _____ days prior to the expiration of the Option Period.

IV. PURCHASE TERMS AND CREDITS

12. Rent Credit

Provided the Tenant is not in default of the Lease, a portion of the monthly rent paid shall be credited toward the Purchase Price ("Rent Credit") as follows:

\$ _____ of each monthly rent payment shall be applied to the Purchase Price.

13. Closing

If the Tenant exercises the Option, the Closing shall occur no later than _____ days after the notice to exercise is delivered.

14. Closing Costs

Closing costs shall be allocated as follows:

Seller (Landlord) shall pay:

Buyer (Tenant) shall pay:

15. Title

The Landlord shall convey marketable title to the Property by Warranty Deed, free and clear of all liens and encumbrances, except those expressly accepted by the Tenant in writing.

V. DEFAULT AND TERMINATION

16. Default

If the Tenant fails to pay rent, violates any term of the Lease, or fails to perform any obligation under this Agreement, the Landlord shall have the right to terminate the Lease and the Option.

Upon such termination, the Tenant shall forfeit the Option Fee and any accumulated Rent Credits.

17. Abandonment

If the Tenant abandons the Property, the Option shall immediately terminate, and the Landlord may retake possession of the Property.

VI. REQUIRED DISCLOSURES

18. Lead-Based Paint Disclosure

(Required for housing built before 1978)

The Property was constructed:

☐ Before 1978 (Lead-Based Paint Disclosure attached)

☐ In 1978 or later

19. Property Condition Disclosure

The Landlord states that the condition of the Property is:

VII. GENERAL PROVISIONS

20. Governing Law

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

_____ .

21. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or understandings, whether written or oral.

22. Severability

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

23. Assignment

The Tenant ☐ MAY ☐ MAY NOT assign this Agreement or sublet the Property without the Landlord's prior written consent.

24. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD/SELLER:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT/BUYER:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

AGENT (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)

My Commission Expires:

_____ day of _____, 20____