

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

Name: _____

Mailing Address: _____

Email: _____

Phone: _____

TENANT(S):

Name(s): _____

The Landlord and Tenant(s) may be 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 residential premises located at the following address (the "Property"):

Street Address: _____

City: _____
State: _____
Zip Code: _____

II. TERM OF LEASE

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

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

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **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 with proper written notice as required by the laws of the State where the Property is located.

III. RENT

1. Rent Amount. The Tenant shall pay to the Landlord the sum of \$ _____ per month as Rent for the Term of the Agreement.

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

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

4. 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 amount.

5. Returned Checks. If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "Stop Payment," or any other reason, the Tenant shall pay to the Landlord a returned check fee of \$ _____ .

IV. SECURITY DEPOSIT

Upon 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. The Security Deposit may be used to pay for damages to the Property beyond normal wear and tear, unpaid rent, and any other breach of this Agreement.

The Landlord shall return the balance of the Security Deposit to the Tenant after the termination of this Agreement in accordance with the statutes of the State where the Property is located.

V. UTILITIES AND SERVICES

The Parties agree that utilities and services for the Property shall be paid as follows:

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

VI. FURNISHINGS

The Property is being leased (check one):

☐ **Unfurnished.**

☐ **Furnished.** The Property includes the following furnishings and appliances:

VII. USE OF PREMISES

The Property shall be used and occupied by the Tenant(s) and the following minor children/occupants exclusively as a private single-family residence:

No other persons shall reside on the Property without the prior written consent of the Landlord. Guests may stay on the Property for a period not exceeding _____ days without the Landlord's written consent.

VIII. PETS

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

☐ **No Pets Allowed.**

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

If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$

_____ .

IX. MAINTENANCE AND REPAIRS

1. Landlord's Responsibility. The Landlord shall maintain the structure, roof, and mechanical systems (HVAC, plumbing, electrical) of the Property in good repair and in compliance with applicable housing codes.

2. Tenant's Responsibility. The Tenant shall keep the Property clean, sanitary, and in good condition. The Tenant is responsible for repairs caused by the Tenant's negligence or misuse.

X. RIGHT OF ENTRY

The Landlord shall have the right to enter the Property during reasonable hours for the purpose of inspection, making necessary repairs, or showing the Property to prospective buyers or tenants. Except in cases of emergency, the Landlord shall provide the Tenant with at least _____ hours notice prior to entry, or such notice as required by State law.

XI. LEAD-BASED PAINT DISCLOSURE

Housing Built Before 1978. (Check one):

☐ The Property was built **after** January 1, 1978. No lead-based paint disclosure is required.

☐ The Property was built **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."

XII. GOVERNING LAW

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

_____ .

XIII. ADDITIONAL TERMS AND CONDITIONS

The Parties agree to the following additional terms:

XIV. 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.

XV. SIGNATURES

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

above.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XVI. 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)