

## LEASE AGREEMENT

This Lease is hereby made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (“Landlord”) and \_\_\_\_\_ (“Tenant”).

WITNESSETH: For and in consideration of the rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate described herein as \_\_\_\_\_ (“Leased Premises”). The covenants and conditions of this Lease are as follows:

1. **Term.** This Lease shall be for a term of \_\_\_\_\_ months to commence on \_\_\_\_\_, 20\_\_\_\_, and to end on \_\_\_\_\_, 20\_\_\_\_. Should Tenant remain in possession of the Leased Premises [with the consent of Landlord] after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant that shall be subject to all of the terms and conditions of this Lease, but shall be terminable on thirty (30) days’ written notice served by either Landlord or Tenant on the other party.

2. **Rent.** Tenant agrees to pay, without demand, to Landlord as rent for the Leased Premises the sum of \$\_\_\_\_\_ Dollars per month in advance on or before the first day of each calendar month beginning \_\_\_\_\_, 20\_\_\_\_. Landlord shall timely pay all property taxes for the Leased Premises and shall pay all homeowners’ association fees applicable to the Leased Premises.

3. **Security Deposit.** On the execution of this Lease, Tenant shall deposit with Landlord the sum of \$\_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged, as a security deposit for the faithful performance by Tenant of the terms hereof, which amount shall be returned to Tenant, on the full and faithful performance by him [or her] of the provisions of this Lease. Said security deposit shall be kept on deposit by Landlord in \_\_\_\_\_ Bank. Charges may be made by Landlord against the security deposit for damages to the Leased Premises existing at the termination of Tenant’s occupancy thereof. Other sums owed by Tenant to Landlord then may be similarly deducted as allowed by law.

4. **Condition of Leased Premises.** Tenant stipulates that he has examined the Leased Premises, including the grounds and the building and improvements thereon, and that they are, at the time of this Lease, in good order and repair and in a safe, clean and tenantable condition.

5. **Alterations and Improvements.** Tenant shall make no alterations, additions or improvements, including but not limited to painting of walls and attachment of wall furnishings, without the prior written consent of Landlord, except that Tenant may reasonably hang wall furnishings requiring only light picture hooks without Landlord’s consent. All additions and improvements made in and upon the Leased Premises, either by Tenant or Landlord, shall be the Landlord’s sole property and shall remain upon the Leased Premises at the termination of this Lease, without compensation to the Tenant unless agreed upon and formalized in a written document signed by both parties.

**6. Maintenance and Repair.** Tenant agrees to maintain the Leased Premises in the same general condition as when received, ordinary wear, tear, deterioration and damage by the elements excepted. Tenant also agrees to keep the Leased Premises free of trash, garbage and other waste. Notwithstanding anything else herein contained and surviving the expiration or termination of this Lease, Tenant agrees to pay Landlord, upon demand, for any and all loss or damage to the Leased Premises caused by Tenant's misuse, waste or neglect, or caused by any of Tenant's guests, family members, agents, visitors, pets or anyone else invited by or under the control of Tenant. Tenant shall not allow any unlawful activities to take place upon the Leased Premises and shall abide by all restrictive covenants, rules and regulations applicable to the . Tenant shall promptly notify Landlord of any accident to or defect in the water pipes, sewer pipes, gas pipes, electric wiring, heating or air conditioning systems, fixtures, or appliances. It is agreed that Landlord shall not be liable in damages for any temporary breakdown of said facilities or discontinuance of services provided by such facilities, as long as such breakdown was not somehow negligently or deliberately caused by Landlord. Tenant agrees to take all reasonable steps to protect the plumbing during freezing weather.

**7. Utilities and Other Charges.** Tenant shall be responsible for arranging for and paying for all electricity, gas, [water, sewage, garbage,] telephone, cable television, and other utility charges for the Leased Premises unless agreed upon and formalized in a written document signed by both parties.

**8. Animals.** Tenant shall keep no animals, domestic or otherwise, on or about the Leased Premises without the prior written consent of Landlord unless agreed upon and formalized in a written document signed by both parties. Tenant shall be responsible for any damage caused as a result of animals kept by Tenant.

**9. Quiet Possession.** Landlord warrants that Tenant shall have quiet and peaceful possession of the Leased Premises without hindrance on the part of Landlord for so long as Tenant is not in default under the terms of this Lease. No business activities shall be conducted on the Leased Premises, nor shall any illegal or unlawful activities be conducted thereon, nor shall anything be done on the Leased Premises which would create a nuisance.

**10. Right of Inspection.** Landlord shall have the right to enter the Leased Premises at all reasonable hours during the day to inspect the same or to make such repairs and alterations as may be necessary for the safety or preservation of the Leased Premises. Landlord will provide twenty-four (24) hours prior notice unless an emergency situation affecting health or habitability arises.

**11. Precautions.** Tenant shall use every reasonable precaution against fire, and shall in the event of fire or other casualty immediately give notice to the Landlord who shall, unless the improvements on the Leased Premises be so damaged that the Landlord shall decide not to reconstruct, thereupon cause the damage to be promptly repaired; but if said improvements be so damaged that Landlord shall decide not to repair or reconstruct the same, then the term of this Lease shall cease and any accrued rent shall be paid up to the time of the fire or other casualty with no further obligation of either party hereto to recognize this Lease if the improvements are later rebuilt.

12. **Insurance Provisions.** Tenant shall not use or permit upon the Leased Premises anything that will invalidate any insurance policy now or hereafter in effect on the Leased Premises or that will increase the rate of insurance or cause such insurance to be cancelled.

13. **Abandonment.** If at any time during the term of this Lease, Tenant abandons the Leased Premises, Landlord may, at his [or her] option, enter the Leased Premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages of any kind whatsoever. Landlord may then at his [or her] discretion relet the Leased Premises for the whole or any part of the then unexpired term and may receive and collect all rents payable by virtue of such reletting and, at Landlord's option, hold Tenant liable for any difference between the rent which would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force. If Landlord's right of re-entry is exercised following the abandonment of the Leased Premises, then he [or she] may consider any of Tenant's personal property remaining there in any manner which he [or she] shall deem proper and which is lawful, and Landlord is hereby relieved of all liability for doing so.

14. **Default.** Should Tenant default in the payment of any rent provided for herein when due or in the performance of another covenant or obligation, [and such default shall continue after ten (10) days' written notice hereof has been given to Tenant,] then Landlord shall have the right, at his [or her] option, to treat this Lease as thereby terminated and to forthwith re-enter and take possession of the Leased Premises immediately in any lawful manner without liability; but Tenant, nevertheless, shall be liable for all loss (including loss of rents) or damage resulting from such default and/or termination. Landlord shall have the right to relet the Leased Premises and may hold Tenant liable for any loss (including loss of rents) or damage sustained. Failure of Landlord to exercise any rights or privileges hereunder on account of any default on the part of Tenant shall not affect Landlord's right to exercise any such rights or privileges for any subsequent or other default, this right being a continuing one. If this Lease is placed in the hands of an attorney, after default or breach, for the enforcement of any rights of Landlord herein, Tenant agrees to pay all costs of such enforcement or collection, including reasonable attorney's fees. **INITIAL HERE:** \_\_\_\_\_

15. **Surrender of Premises.** At the termination of this Lease or the expiration of the leased term, Tenant shall return and surrender the Leased Premises hereby demised without demand of the Landlord.

16. **Assignment and Subletting.** Without the prior written consent of the Landlord, Tenant shall not assign this Lease, sublet, or grant any concession or license to use the Leased Premises, or any part thereof. The consent by the Landlord to one assignment, subletting, concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license.

17. **Captions.** The captions contained in this Lease are inserted only as a matter of convenience and shall not be construed as defining, limiting, extending or describing the scope of this Lease, or any section hereof, or the intent of any provision hereof.

18. **Waiver of Notice of Default.** Tenant waives any right to written Notice of Default prior to Landlord's commencement of legal action to pursue damages. **INITIAL HERE:** \_\_\_\_\_

19. **Severability.** The terms and provisions of this Lease are severable such that if any term or provision is declared to be invalid or unenforceable by a court of proper jurisdiction, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Lease, which shall otherwise remain in full force and effect. Any term or provision of this Lease so declared to be invalid or unenforceable shall automatically be amended and interpreted in such a manner so as to make it valid and enforceable, but keeping it as close to its original meaning as possible.

20. **Entire Contract; Amendment.** The entire contract between the parties with respect to the Leased Premises is contained in this Lease. This Lease shall be amended only by a written instrument signed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this instrument on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

LANDLORD SIGNATURE:

\_\_\_\_\_

TENANT SIGNATURE:

\_\_\_\_\_

Tenant's Place of Employment

\_\_\_\_\_

\_\_\_\_\_

Tenant's Financial Institution

\_\_\_\_\_

Routing # \_\_\_\_\_

Account # \_\_\_\_\_