

RESIDENTIAL LEASE/RENTAL AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20 __, is between _____
_____ (hereinafter called Management) and _____
(hereinafter called Tenant and/or Resident). Management leases to Resident, and Resident
rents from Management, the residential unit located at _____
_____, _____ County, State of ____, Apartment No. ____
(hereinafter called premises), under the following conditions:

TERM:

The initial term of this lease shall be _____, beginning _____,
20 ____, and ending Noon _____, 20 __.

POSSESSION:

If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.

RENT:

Rent is payable monthly, in advance, at a rate of _____
_____ Dollars (\$_____) per month or weekly, or (\$_____) per
week, during the term of this agreement on the first day of each month or Friday of each
week if paid weekly, at the office of Management or at such other place Management may
designate. Resident agrees to pay \$25 for each dishonored check, plus all other related
charges.

Time is of the essence in this agreement. If the rent is accepted and received before the
close of the business day, on the 1st of each month, the rate will be

DISCOUNT: _____ Dollars (\$ _____).

Any returned check will be considered as unpaid rent and not subject to discount. **After the 5th day of the month, a late charge of 5% or \$25**, whichever is greater, will apply. Your credit card will be billed for unpaid rent on the 6th day of the month if payment is not received, if applicable.

REPORTING OF PAST RENT OWED:

Resident is aware that Management may report any past rent, damages, utilities, or other costs owed by Resident to a credit-reporting agency. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.

PAYMENT OF RENT:

The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash or by cashier's check. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid. Time is of the essence and no excuses will be accepted. Rent shall be made payable to:

(Name of Person or Company to Receive Rent Checks)

TENANT _____ TENANT _____ MGMT.

Rent shall be mailed to: _____

Any rent lost in the mail will be treated as unpaid until received by owner.

EVICTIION:

If the rent called for in paragraph 3 hereof has not been paid by the eleventh (11th) of the month, Management will automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his family and possessions evicted from the premises.

The Resident is fully aware of the due date of the rent and hereby waives the 10-day notice. Tender after default is entirely at the discretion of the Management.

MONEY OWED AT MOVE IN:

| | | | | |
|--|------------|----------|-------------|-----------------|
| Total rent due for entire length of lease. | \$ _____ | Deposit | or | Option (circle) |
| | Due | \$ _____ | Paid | \$ _____ |
| Rent due until regular due date | Due | \$ _____ | Paid | \$ _____ |
| Additional Deposit or Option | Due | \$ _____ | Paid | \$ _____ |
| Sub Totals | Due | \$ _____ | Paid | \$ _____ |
| Balance Due | | \$ _____ | | |

SECURITY DEPOSIT:

Management acknowledges receipt of _____ dollars (\$ _____), plus a non-refundable pet deposit \$ _____, as a deposit to indemnify owner against damage to the property and/or Resident's fulfillment of the conditions of this agreement. Resident may not apply security deposit toward payment of rent. Deposit will be returned to Resident, less a \$50 carpet cleaning charge, if applicable, thirty (30) days after residence is vacated if:

- A. The property, except for normal wear and tear, is left in as good a condition as it was received at the beginning of the lease.
- B. Resident must fulfill the term of the lease, or the entire security deposit will be forfeited.
- C. A written 30-day notice to vacate must be given to Management along with the last month's rent, or the entire security deposit will be forfeited.
- D. No monies should be due to Management. This includes but is not limited to rent, late fees and utilities. Any monies due will be paid from the security deposit.
- E. An inspection will be completed after the property is vacated. Any damages caused by Residents or their invited or uninvited guests will be paid from the security deposit.
- F. If premises are left dirty, either inside or out, or if the lawn needs maintaining, Management will have this work completed and deduct costs from the security deposit.
- G. All keys to the property have been returned.

SPECIAL TERMS FOR DEPOSIT PAYMENT:

Special payment of the deposit will be as follows:

TENANT _____ TENANT _____ MGMT.

DEPOSIT:

All deposits paid will be held in an interest-bearing escrow account at _____
_____ (financial institution) located at _____.
Any interest earned in this account will remain in the possession of Management.

RENEWAL TERM:

- A. It is the intent of both parties that this lease is for a period of _____ months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the security deposit shall be forfeited as liquidated damages, and the Resident will owe rent through the last day of occupancy.
- B. Should the term of the lease be completed, this lease will automatically become a month-to-month lease from that point on. The same terms and conditions will apply.

OWNER NOTICE TO TERMINATE:

Management may terminate the lease for any reason. Should the Resident violate the terms of the lease, termination of the lease would be immediate.

SUBLET:

Resident may not sublet residence or assign this lease without written consent of Management.

APPLIANCES:

The residential unit is rented without appliances. This agreement specifically **excludes all appliances** of any kind. Such appliances as are in the property are there solely at the convenience of Management, who assumes no responsibility for their operation.

APPLIANCE LIST:

- _____ S/N _____
- _____ S/N _____
- _____ S/N _____
- _____ S/N _____

WATERBEDS:

- A. Waterbeds are not allowed unless Management agrees in writing.
- B. If allowed, Resident must sign a Waterbed Agreement and show proof of an insurance policy naming Management as an additional insured or beneficiary.

CREDIT APPLICATION:

Management, having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree that the credit application which the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he has falsified any statement on said

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application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement, Resident will remove himself, his family, and possessions from the premises within 24 hours of notification by Management of the termination of this lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the security deposit and prepaid rent which was forfeited as liquidated damages.

TENANT COOPERATION:

Resident agrees to cooperate with Owner/Agent in showing property to prospective tenants prior to termination of lease, for the Management to make periodic inspections of the property, and to show it for sale or rent during reasonable hours and notification.

INSURANCE:

(a) Management agrees to carry fire and liability insurance on the residential unit. Management does not insure Resident's personal property under his insurance policy.

(b) Management strongly recommends that Resident carry fire and liability insurance to protect Resident, Resident's personal property, and his guests. Resident agrees to list Management as additional insured on any policy Resident purchases.

(c) If there is any loss of property by fire, theft, burglary, or any other means, Resident agrees to relieve Management from all responsibility. Resident agrees to pay for any loss or claims filed.

FIRE AND CASUALTY:

If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.

LEGAL:

If any court finds a part or one specific clause in this lease not to be legal, all other clauses are legal and not affected.

RIGHT OF ACCESS:

Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

USE:

Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application lease. The presence of an individual residing on the premises who is not a signator on the rental agreement will be sufficient grounds for

TENANT _____ TENANT _____ MGMT.

termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents' quiet enjoyment of their residence.

The Residents agree to use the premises only as a residence for themselves and their children named:

Resident agrees to pay \$75 each month for each additional person who shall occupy the premises in any capacity. If tenants fail to inform Management of additional people occupying property, the \$75 per person per month fee will be assessed, retroactive to the date commencing this Rental Agreement.

PROPERTY LOSS:

Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

PETS:

Animals, birds, or pets of any kind shall not be permitted inside or outside the residential unit at any time unless the prior written approval of Management has been obtained.

The Tenant agrees that if found in violation, the rents due hereunder may be raised at the Management's discretion. If pets are allowed by Management, Resident agrees to render an additional security deposit of \$50.00, non-refundable.

This consent constitutes a representation by the Resident and a consent by Management for maintenance in residential unit at said property, of the following described pet:

The animal(s) is a _____

The breed(s) is _____

The weight(s) is _____
(Each pet cannot be more than 50 lbs. in weight)

The color(s) is _____

Its name(s) is _____

Resident is to be fully responsible for any damage to property of Owner or of others which may result from the maintenance of the pet. Residents agree to pay for pest infestation services after termination of occupancy. Said monies shall be the responsibility of the Resident and shall be deducted from the security deposit.

TENANT _____ TENANT _____ MGMT.

Management reserves the right to revoke this consent upon three (3) days notice to Resident, if in the opinion of Management or Management's employees, the pet has become a nuisance to other residents or has not been maintained according to these rules. In the event consent is revoked, Resident agrees to forthwith discontinue maintenance of the pet, and failure to do so shall be a breach of the Rental Agreement. Any animals not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of Management.

INDEMNIFICATION:

Resident releases Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against residence as a result of Resident's action.

SALE OF PROPERTY:

- A. If Management sells the Property, Management will transfer all security deposits and any interest due to the new Landlord. Management agrees to notify Resident about the sale and to provide the name, address and phone number of the new Landlord and where rent is to be paid.
- B. The new Landlord is responsible to Resident for the return of the security deposit and any interest due after the sale of the property.
- C. Resident understands that Management will not have any more responsibilities in this lease after the property is sold to the new owner.

DEATH DURING LEASE:

- A. If Resident dies during the term of this lease and is a single person resident:**
 - Resident's heirs or the executor of the estate have the right to end this lease two months after the death of the Tenant.
 - The leased property must be free of all furniture, cleaned and ready for move-in by a new Resident before written notice of cancellation is given.

- B. Security Deposit is returned when:**
 - Rent and other charges remaining due are paid in full.
 - All furniture and personal belongings are removed and lease property is clean.
 - A replacement Resident is found who will take occupancy at the end of the two months.
 - If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease.

FAILURE OF MANAGEMENT TO ACT:

Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

TENANT _____ TENANT _____ MGMT.

REMEDIES CUMULATIVE:

All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay to Management all expenses incurred in connection therewith.

NOTICES:

Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

REPAIRS:

Management will make necessary repairs with reasonable promptness *after receipt of written notice* from Resident. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Management. Any repairs resulting from the intentional or unintentional damage caused by the Resident or Resident's invited or uninvited guests will be the sole responsibility of the Resident.

PLUMBING:

If plumbing becomes closed from unnatural matter including but not limited to paper towels, grease, toys, hair rollers, etc., the Resident will pay a \$25.00 service charge and **ALL REPAIR BILLS.**

PEST CONTROL:

Resident is responsible for all pest control (extermination of rats, mice, roaches, etc.)

ABANDONMENT:

If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property left on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

MORTGAGEE'S RIGHTS:

Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

RULES AND REGULATIONS:

1. **Signs:** Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
2. **Locks:** Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
3. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

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4. Radio or television aerials shall not be placed or erected on the roof or exterior.
5. **Parking:** Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident and disposed of. Resident owning same shall have no right of recourse against Management therefore.
6. **Vehicles:**
 - Tenant agrees to park cars, trucks, or motorcycles in the parking area.
 - Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles.
 - Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements.
 - If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicle(s).
 - Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer or other recreational vehicle without the written permission of Landlord.
 - Repainting, repairing or servicing of any vehicle is not permitted anywhere on the property.
 - Non-operative vehicles are not permitted on premises.
7. **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be stored on the premises. If tenant has such items to be stored, they should be stored in an area separate and apart from the residence. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.
8. **Walls:** No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
9. **Guests:** Resident shall be responsible and liable for the conduct of his guests. Acts of guests in violation of this agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without prior written permission of Management; otherwise a \$10 per day guest charge will be due Management.
10. **Noise:** All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
11. Resident shall maintain his own yard and shrubbery and furnish his own garbage can.
12. **Resident's Guide:** Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

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UTILITIES:

Resident will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency unless specified below. They specifically authorize owner to deduct amounts of unpaid bills from their Security Deposit in the event they remain unpaid after termination of this agreement.

If Management agrees to pay for any utilities or services, they are listed below.

TELEPHONE:

The Resident agrees to call the Landlord and advise the phone number within 2 days of installation. The Resident is also to notify Management of any changes in this phone number within 2 days of change.

RIGHT TO MORTGAGE:

If Landlord has a mortgage on the property, the mortgage company’s rights are stronger than the tenant’s rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant’s lease or require Tenant to make payments to the mortgage holder and not the Landlord.

TAKEN BY THE GOVERNMENT:

The Government has the right to take private land for public use. If the Government takes all or part of the Property, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

SMOKE DETECTORS:

- Landlord has supplied smoke detector(s) in the lease property, and Tenant acknowledges that the units are in good working order. Tenant is responsible for smoke detector operation and agrees to replace batteries “as needed”.
- Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.
- Tenant agrees not to disconnect a smoke detector or allow any one else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

I, _____, tested the smoke detector(s) on _____ and found it (them) to have a battery properly installed and to be in good working condition.

Tenant Signature

Tenant Signature

TENANT _____ TENANT _____ MGMT. _____

LEAD BASED PAINT NOTICE:

1. The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a **Lead Based Paint Pamphlet**. This **Pamphlet** explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or hazards.
2. Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant’s expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.
3. The lead-based paint inspection must happen within five days of moving in and the written results returned within ten days. Tenant gives permission to have the inspection results given to Landlord in writing.

Tenant has three choices if lead-based paint or lead hazards are present:

- Tenant may end lease by notifying Landlord in writing two days of receiving the inspection results.
 - Tenant agrees to move out of the leased property within 90 days of the starting date of lease.
 - Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.
4. Tenant acknowledges receiving this **Lead Based Paint Pamphlet** before signing this lease.

ORDER OF RENT TO APPLY:

Landlord applies rent received to money due from the past in the following order:

- | | |
|------------------------------|-------------------------------|
| 1. Additional Rent Charges | 4. Other Fees Not Paid |
| 2. Tenant Owed Utility Bills | 5. Past Rent |
| 3. Legal and Court Costs | 6. Current Rent |
| | 7. Damages to Leased Property |

OTHER SPECIAL CONDITIONS:

The following terms and conditions shall also be a part of this lease: _____

TENANT _____ TENANT _____ MGMT.

ENTIRE AGREEMENT:

This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

INDEMNIFICATION:

Owner shall not be liable for any damage or injury to tenant, or any other person, or to any property occurring on the premises or any part thereof, or in common areas thereof. Tenant agrees to hold owner harmless from any claims for damages.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

TENANT/RESIDENT(S)

TENANT/RESIDENT(S)

Landlord

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES: _____

Visa/MasterCard #: _____ Exp. Date: _____

Drivers License Number: _____ State of Issue: _____

TENANT _____ TENANT _____ MGMT. _____