

FIXED-TERM RESIDENTIAL LEASE

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between _____ (“Tenant”) and _____ (“Landlord”). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ (“the premises”), together with the following furnishings and appliances:

- Stove
- Refrigerator
- Dishwasher

Rental of the premises also includes _____.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children:

Occupancy by guests for more than 2 weeks is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____, 200__, and end on _____, 200__. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. At the end of the first term of this lease, the lease shall automatically become a month-to-month tenancy on the same terms as are otherwise provided in this lease. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 10 days written notice. Tenant may terminate the tenancy by giving the Landlord 30 days written notice.

Clause 5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$_____ payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

Delivery of payment.

Rent may be paid by mail, to:

Form of payment.

Landlord will accept payment in these forms:

- Personal check made payable to _____.
- Cashier's check made payable to _____.
- Money order
- Cash

Pro-rated first month's rent.

For the period from Tenant's move-in date _____, 200__, through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$_____. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the fifth day after it's due, Tenant will pay Landlord a late charge of \$50, plus \$10 for each additional day that the rent remains unpaid. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

If the Tenant has to be served a three-day Eviction Notice, there will be an additional charge of \$150. Delinquent rent payment for any month will be cause for eviction.

Finance charges of 21% APR will be imposed on balances due more than 30 days.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to 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, Tenant will pay Landlord a returned check charge of \$50.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$_____ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 60 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance without interest.

Clause 9. Utilities

Tenant will pay all utility charges.
Landlord will pay water and sewer.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Tenant shall keep the porch and steps as well as the sidewalks clean and free of ice and snow and all other debris. Tenant will supply all materials necessary to complete these functions at Tenant's expense.

The yards must be maintained in good condition.

Tenant shall take the proper precautions to keep the plumbing from freezing.

Unless indicated on the Landlord-Tenant Checklist, there are no mice, rats, roaches, or ants on the premises. Tenant agrees to keep premises free of the same at Tenant's expense.

Unless indicated on the Landlord-Tenant Checklist, all drains and electrical services at said premises are in good working order, and the Tenant agrees to keep it the same at his/her own expense in good working order.

Clause 12. Repairs and Alterations by Tenant

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including painting of the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird or other pet will be kept on the premises, except properly trained dogs needed by blind, deaf or disabled persons. Any unauthorized animals on the premises will be treated as stray animals and the proper authorities will be notified and the animal or animals will be taken away from the premises.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 12-hour notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 20 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit

Tenant will neither hold nor attempt to hold Landlord liable for any injury or damage to person or property for any injury or damage arising from the acts of any other occupant or any owners or occupants of adjoining property.

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 19. Notice to End Tenancy

Written notice of intent to terminate needs to be provided at least 30 days before the end of the lease term. During any month-to-month tenancy, the tenant must give at least 30 days written notice prior to termination, with termination to be effective as of the first day of the next lease month after expiration of the 30-day period.

Clause 20. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to the manager, at the following address:

Clause 21. Additional Provisions

All vehicles, trailers, campers, etc. will be parked on the street, in the driveway, in the garage, or in the assigned parking space, if any.

No repair or storage of automobiles is permitted on the premises.

Tenant should obtain his/her own insurance for contents, personal property, and liability. Neither the Landlord nor the manager assumes responsibility for loss or damage to tenant’s property due to flood, fire, theft, or any other cause. Liability is the Tenant’s responsibility.

Laundry rooms are not to be used for storage of the Tenant’s property.

All future agreements and changes to this lease agreement must be made in writing and signed by all parties concerned. No oral agreements will be binding on either party.

Clause 22. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 23. Grounds for Termination of Tenancy

The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Upon termination of this lease, the Tenant agrees to surrender and deliver the premises and all keys and garage door openers peaceably to the Landlord immediately upon termination. If the keys and garage door openers are not returned, the Tenant will be charged \$20 per key, and \$75 per garage door opener.

Clause 24. Entire Agreement

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Date: _____

Landlord's Agent: _____

Title: Manager

Address: _____

City, State & Zip: _____

Phone: _____

Agent's Signature: _____

Date: _____

Tenant: _____

Phone: _____

Tenant's Signature: _____

Date: _____

Tenant: _____

Phone: _____

Tenant's Signature: _____

Tenant received _____ keys.