

## Residential Lease

\_\_\_\_\_ ("Landlord") agrees to lease to \_\_\_\_\_ ("Tenants"), and Tenants, jointly and severally, agree to lease from the Landlord the premises located at: \_\_\_\_\_ ("premises").

**1. TERM:** This Lease is executed and shall take effect on (date) \_\_\_\_\_ and shall continue (check one):  
A. \_\_\_\_\_ for a fixed term until (date) \_\_\_\_\_. It will terminate automatically at the end of the term specified.

If rents are accepted by Landlord after such automatic termination, it shall become a month-to-month tenancy on the same terms and conditions under Sub-paragraph B hereof.

B. \_\_\_\_\_ on a month-to-month basis until terminated by either party by serving upon the other a proper written notice of intention to terminate at least 30 days prior to the date of termination. Any changes in the terms of this Lease, including changes in monthly rent, will be effective upon 30 days written notice to Tenants from Landlord.

**2. RENT:** Base rent shall be \$ \_\_\_\_\_ per month, payable in advance, along with any Additional Rents described herein, on the \_\_\_\_\_ day of each month. Payment of rent and other charges is to be made to:

Landlord's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

or at such other place as may be designated, in writing, by Landlord. Rental payments shall be made by check or money order.

**3. LATE CHARGE/RETURNED CHECKS:** Tenants acknowledge that Landlord will incur certain administrative costs in connection with late rental payments, and that the amount of such administrative costs would be difficult or impractical to ascertain. If Tenants fail to pay the rent in full by the end of the 3<sup>rd</sup> day after it is due, Tenants shall pay a late charge of \$50.00 as additional rent. If Landlord selects to accept rent after the 10<sup>th</sup> day after it is due, payment in a form other than by personal check may be required. Landlord does not waive the right to insist on payment of rent in full on the day it is due. In the event any Tenant's check is dishonored by the bank, Tenants shall pay a returned check charge of \$25.00 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Landlord may require future payments to be in a form other than a personal check in the event of a returned check.

**4. SECURITY DEPOSIT:** Tenants have deposited \$ \_\_\_\_\_ to secure full compliance with the terms and conditions of the Lease. Said security deposit shall be held, interest-free, by Landlord during the term of the Lease unless otherwise required by law. Upon 30 days notice from Landlord, Tenants agree to increase the deposit by an amount equal to any increase in rent, or any amounts necessary to reimburse Landlord for expenses or costs incurred due to Tenants' breach of this Lease. Upon termination of the Lease, the security deposit will be dealt with according to Law.

**5. UTILITIES:** Tenants agree to pay for all utilities, services, and charges used by all Tenants or attributable to the premises except:

\_\_\_\_\_  
**6. POSSESSION:** Tenants take possession of the premises as of the effective date in Paragraph 1 of this Lease, and shall be considered to continue in possession until all areas, including storage areas, are clear of personal belongings, and all keys and other property are returned to Landlord. EACH TENANT, whether or not in actual possession of the premises, is responsible for all obligations, including the payment of rents or other charges, to be performed by Tenants during the term of this Lease and for all damages to the premises, to persons, or to property caused or permitted by any Tenant, their guests, or invitees. This responsibility continues until the Lease is properly terminated and possession of the premises is returned to Landlord by all Tenants.

**7. OCCUPANTS:** Only the Tenants named in this Lease and the individuals named below may occupy the premises:

Name	Date of Birth
_____	_____
_____	_____
_____	_____

Should Tenants allow any guest to remain on the premises more than 15 days without Landlord's written consent, Tenants shall be considered in violation of the terms of this Lease.

**8. ASSIGNMENT AND SUBLETTING:** No portion of the premises may be sublet and this Lease may not be assigned without Landlord's prior written consent. Any subletting or assignment in violation of this provision shall constitute a material and irremediable breach of this Lease.

**9. CONDITION OF PREMISES:** Tenants acknowledge that they have inspected the premises, furnishings, appliances, and equipment including all plumbing, heating, and electrical units provided by Landlord and have found them to be in satisfactory and operable condition. Tenants agree to keep the premises and all said furnishings, appliances, and equipment in good order and condition, and to immediately reimburse Landlord for any damage thereto caused by any Tenants, their guests, or invitees.

**10. ALTERATIONS AND IMPROVEMENTS:** Tenants agree not to make any alteration of, or improvement to, the premises without Landlord's written consent.

**11. USE:** The premises are rented for residential use only. Tenants shall not violate any law in the use of the premises, commit waste or nuisance, annoy, molest, or interfere with any other person on the premises, or cause or allow any noise or activity on the premises or common areas which might disturb the peace and quiet of other persons. Drug related criminal activities by Tenants and/or their household members or guests will result in eviction.

**12. TENANTS' HOUSEHOLD BELONGINGS:** None of the following items shall be kept or stored on or about the premises: receptacles containing more than ten gallons of any liquid other than water filled furniture, for which Tenants must provide proof of insurance; highly combustible materials; items of unusual weight or dimension; items which may represent a danger to persons or property, or which may adversely affect Landlord's insurance rates. Tenants' personal property is not insured by Landlord, and Landlord is not liable for any damages thereto.

**13. ATTORNEY'S FEES:** If any legal action or proceedings be brought about by either party to enforce any part of this agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees not to exceed \$500 and costs. RECONIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, LANDLORD AND TENANT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.

**14. PARKING:** If any parking spaces are assigned for the Tenants' use, they are to be used exclusively for parking of Tenants' vehicles listed on the rental application. Said spaces shall not be used for the washing, painting, repair, or maintenance of vehicles. No other parking spaces shall be used by Tenants. Tenants are responsible for any vehicle discharges and for any cleaning thereof deemed necessary by Landlord. Tenants shall not allow guests or invitees to park in spaces designated for Tenants only.

**15. PETS:** No animals of any kind may be kept on the premises except: \_\_\_\_\_

**16. RIGHT OF ENTRY AND INSPECTION:** Landlord may enter the premises at any time in case of emergency. In other cases, upon reasonable notice, Landlord may enter during normal business hours to show, inspect, maintain, or repair the premises or for any other legitimate purpose.

**17. BREACH:** Failure to comply with a term or condition of this Lease shall be deemed a material breach of this Lease. The waiver by Landlord of any breach of a term or condition shall not be deemed a waiver of a subsequent breach of the same or any other term or condition. In the event that the Tenants breach this Rental Agreement, Landlord shall be allowed, at Landlord's discretion but not by way of limitation, to exercise any or all remedies provided by law.

**18. NOTICES:** All notices shall be in writing and shall be served to Tenants at the premises and to Landlord at the location designated in Paragraph 2 herein for the payment of rent, or at any other place as may be designated in writing by Landlord.

**19. ADDITIONAL PROVISIONS:** Landlord and Tenants further agree as follows:

\_\_\_\_\_

\_\_\_\_\_

**REGISTERED SEX OFFENDER NOTICE:** Information about specified registered sex offenders is made available to the public via the Department of Justice at: <http://www.nsopw.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community or residence and ZIP code in which he or she lives.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
By Authorized Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant