

LEASE AGREEMENT

1. Parties: The parties to this agreement are _____, hereinafter referred to as "Landlord", and _____ herein after referred to as "Tenant(s)". All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said agreement.

2. Property: Landlord hereby lets the following property to Tenant(s) for the term of this agreement: The property is located at and known as: _____

City St. Zip

3. Term: Starting _____ and ending _____. This agreement shall be automatically renewed for like periods of time at the end of each period, unless either party gives the other sixty (60) days notice prior to the ending date above, or thirty (30) days notice prior to the expiration of any renewal period.

4. Rent: The monthly rental for said property shall be \$_____ (Dollars) per month, **due and payable on the first day of each month.** Notice of termination of this agreement for nonpayment of rent is hereby expressly waived.

5. Late Charges: Any rent installment that is paid more than five (5) days after its due date shall be subject to a late charge of 10% (ten percent) of the amount due. Said late charges shall become a separate portion of rent due under this agreement.

6. Return Check Charges: A charge of \$_____ shall be paid by Tenant for any check that is returned by the bank as unpaid. This returned check charge shall become a portion of the rent due under this agreement. (In addition to the returned check charge, applicable late charges will apply).

7. Utilities, Appliances and other items furnished by Landlord

All utilities, electricity, gas, water, telephone, cable television, etc. will be paid by the tenant. Appliances furnished by Landlord include kitchen range, refrigerator, and dishwasher. The heating and air conditioning units are electric.

8. Use of Property, Occupants and Guests Tenant shall use the subject property for residential purposes only. It is agreed that only the following persons are to live in this dwelling only:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

9. Tenant's Duty to Maintain Premises Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts or negligence of Tenant or

others occupying the premises under his/her control, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord. Tenants must provide a thirty (30) gallon trash container and subscribe to a garbage disposal service. Trash and/or garbage will not be kept on premises for a period of more than seven days. Air conditioner filter are to be changed or cleaned, depending on type of filter installed on air conditioner unit, every thirty (30) days from and records of the change to be maintained and posted on the unit. Failure to comply will constitute owner not being responsible for repair of unit. Tenant shall keep the landscape free from debris and will mow/have the lawn mowed, when the grass is 5" inches tall, if lawn is not maintained, tenant will be charged _____ for each mowing.

10. **Alterations** No alterations or improvements shall be made by Tenant in or to the dwelling or real property without the prior written consent of Landlord. Such consent may be conditioned upon Tenant's agreeing to restore the dwelling to its prior condition upon vacating the premises.
11. **Noise** Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet of others.
12. **Inspection By Landlord** It is understood and agreed that Landlord shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of the premises.
13. **Security Deposit** Tenant has on deposit \$_____ as security, to be held by the Landlord as long as the tenant occupies the leased premises. Said deposit is to be used by Landlord to apply toward the payment for damages to the property beyond ordinary wear and tear, and damages resulting from non-performance of any conditions of this agreement by Tenant, said deposit is to be forfeited to the Landlord if the Tenant vacates the leased premises prior to the end of the first lease term.
14. **Cleaning Fees** This agreement requires a \$_____ non-refundable cleaning fee to pay expenses incurred in cleaning the dwelling unit after the term of this lease has expired and Tenant has vacated the premises. It is agreed by Tenant and Landlord that the moneys held in security may be held and/or used to pay for any cleaning necessary, and that if the total cost of these cleaning charges exceed the total of the funds held, the Tenant will be responsible for any remaining balance.
15. **Lien** Tenant hereby gives Landlord a lien upon all his/her personal property situated upon said premises, including all furniture and household furnishings for the rent to be paid hereunder, for any damage caused by Tenant or by anyone under his/her control, and for Court costs and attorney's fees incurred under the terms hereof.
16. **Subleasing** Tenant shall **not assign** this Agreement or **sublet** the dwelling unit without prior written consent of Landlord. Such consent shall be totally at the Landlord's option.
17. **Personal Injury and Property Damage** Neither Landlord nor its principal shall be liable to Tenant, his/her family, employees, or guests, for any damage to person or property caused by the acts of omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without the permission of Landlord, nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom or any other causes whatsoever; nor shall Landlord be liable for loss or damage resulting from failure, interruption or malfunction in the utilities provided to Tenant under this lease agreement; nor shall Landlord be liable for injuries elsewhere on the premises. **(LANDLORD STRONGLY RECOMMENDS THAT TENANT(S) SECURE ADEQUATE INSURANCE TO PROTECT THEMSELVES AGAINST SUCH OCCURRENCES.)** In further consideration of this agreement, Tenant agrees that subject to standards required by law, Landlord does not warrant the condition

of the premises in any respect, and his liability for any injury to Tenant, his/her family, agent or those claiming under him/her or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or willfully concealed by him. Additionally, Tenant has inspected the premises and binds him/herself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the leased premises, during the term of this lease agreement or any extension thereof.

18. In Case of Malfunction of Equipment, Damage by Fire, Water or Act of God Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.

19. Pets Pets are not allowed.

20. Parking The parking of any and all vehicles, automobiles, boats, recreational vehicles or devices shall be expressly limited to the paved driveway of the property described in paragraph 2., PROPERTY. Neither the aforementioned objects nor any appliance, device, tool, or any other object may be temporarily or permanently situated upon the turf or mulched/landscaped areas of the property. Any improvements to the landscape or terrain of the property shall be pursuant to paragraph 10., ALTERATIONS, of this agreement.

21. Termination –ALL TENANTS PLEASE TAKE NOTICE At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises will cause Landlord to treat Tenant as holdover in accordance with item twenty-four (24), HOLDOVER, of this Lease Agreement, no matter if Tenant continues to occupy the premises nor not. Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises; remove all personal property belonging to him, and leave the premises as clean as he/her found them.

22. Attorney's Fees Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including reasonable attorney's fees.

23. Notices All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows; to Tenant, at the premises; to Landlord at _____.

24. Holdover If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement under the same terms and conditions as herein contained.

25. Maintenance Requests Except in emergencies, all requests for maintenance must be made in writing, to Landlord, at Landlord's address. Tenant will be provided with the proper procedures and measures to be taken in the event of a maintenance emergency.

26. Absence or Abandonment Tenant must notify the Landlord in writing, of any extended absence from the premises in excess of ten (10) days. Notice shall be given on or before the first day of any extended absence. Tenant's unexplained and/or extended absence from the premises for 30 days or more without payment of rent as due shall be prima facie evidence of abandonment. Landlord is then expressly authorized to enter, remove and store said personal items belonging to Tenant. If Tenant does not claim said personal

property within an additional 30 days, Landlord may sell or dispose of said personal property and apply the proceeds to the unpaid rents, damages, storage fees, sale costs and attorney fees. Any unclaimed balance held by Landlord for a period of six (6) months shall be forfeited to Landlord.

27. Termination of Violent or Dangerous Behavior Landlord shall terminate this Lease Agreement within three (3) days from the date written notice is delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

28. Breach of Lease If there is any breach of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following; If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If the same act or omission which constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement.

29. Alterations or Change in this Agreement It is expressly understood by Landlord and Tenant that the terms and conditions herein set out cannot be changed or modified, except in writing. Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.

30. Additional Terms, Conditions or Addendums The parties acknowledge execution of **the attached Tenancy Addendum (HUD 52641-A) as part of this Lease Agreement.**

Wherefore, we the undersigned, do hereby execute and agree to this Lease Agreement, this _____ day of _____, _____.

Landlord

Tenant