

LANDLORD-TENANT RENTAL AGREEMENT

This agreement is made this _____ day of _____, 20____ between _____

hereinafter referred to as "Landlord", and _____,

hereinafter referred to individually and collectively as "Tenant".

Landlord and Tenant mutually covenant, promise and agree as follows:

1. **LEASED PREMISES:** - Landlord leases to Tenant real property located at _____ hereinafter referred to as "leased premises".
2. **TERM:** The term of this Agreement is for _____ months, commencing on the date agreed to herewith, and terminating at midnight on the last day of the term of this Agreement. Tenant shall give a minimum of 30 days notice to Landlord, in writing, of intent to terminate this Agreement upon its expiration. If Tenant shall remain in possession of the leased premises after the expiration of the term of this Agreement, such possession shall be as a month-to-month Tenant. During such month-to-month tenancy, the original terms of this Agreement, and all other provisions of this Agreement shall remain in full force and effect. If a month-to-month tenancy is established after the original term of this Agreement, it may be terminated by either Landlord or Tenant at the end of any month upon thirty (30) days prior written notice.
3. **RENT:** Tenant shall pay to Landlord for the use and occupancy of the leased premises the sum of \$ _____ per month commencing on _____ for a total rent amount of \$ _____ for the full tenancy.
 - a. **RENT DUE DATE** - Monthly rent shall be due and payable on the _____ day of each month thereafter during the term of this Agreement.
 - b. **FIRST MONTH PRORATION** - Upon execution of this Agreement, Tenant shall pay to Landlord the first month's rent proration in the total amount of \$ _____, the receipt of which is hereby acknowledged by Landlord as follows: \$ _____ paid to date by _____, the balance due of \$ _____ to be paid by _____ on or before: _____.
 - c. **PAYMENT ADDRESS** - Monthly rental payments shall be paid by _____ and made payable to: _____ and delivered or mailed to the same at _____.
 - d. **LATE PAYMENTS** - If the monthly rental Payment is not received by Landlord by midnight on the rental due date, a late charge in the amount of \$ _____ will be assessed and immediately due and owing. An additional \$ _____
 - e. will be assessed and immediately due and owing in the event that Landlord serves Tenant with a Notice to Pay Rent or Quit (Eviction Notice).
 - f. **N.S.F. CHECKS** - An additional \$ _____ fee will be assessed for each personal check that is retained by any financial institution plus late fees. The N.S.F. check shall be redeemed in cash or money order. All payments for fees other than rent or security deposits shall be made payable to Landlord. In addition, if the monthly rent payment and any other assessed fees are not paid by the _____ day of any month, Landlord, at Landlord's option, may immediately initiate legal proceedings to evict Tenant.
 - g. **MULTIPLE OCCUPANCY** - It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
4. **SECURITY DEPOSITS:** Upon the execution of this Agreement, Tenant will deposit with Landlord the sum of \$ _____ plus an additional \$ _____ representing _____, to total \$ _____ the receipt of which is hereby acknowledged by Landlord as follows: \$ _____ paid to date by _____, and the balance due of \$ _____ shall be paid by means of _____ on or before _____. These deposits shall be held by Landlord with without liability for interest as a cleaning and breakage deposit and as security for the faithful performance by Tenant of the terms of this Agreement. \$ _____ shall be non-refundable for payment of _____ upon vacating the premises.

Landlord shall have the right at Landlord's discretion and option to appropriate and apply as necessary, the balance of this security deposit as compensation for any type of loss or damage incurred as a result of this tenancy. If Tenant terminates tenancy prior to the end of the minimum term then Tenant forfeits all deposits. Deposits shall be used first to pay for repairs and cleaning, and then to any other outstanding debts (including late fees and rent) in the order such amounts became due. Within 30 (Thirty) days after surrender of possession of the leased premises, Landlord shall refund to Tenant any portion of the security deposit which has not been used by Landlord pursuant to the terms hereof. If the refund is less than the amount deposited by the tenant, Landlord shall include with the refund a signed written statement itemizing the amounts retained by Landlord and the purposes for which such amounts were retained. Tenant agrees to indemnify Landlord for any and all damage caused by Tenant of any of Tenant's guests, Landlords, or invitees in the event the amount of damage exceeds the amount of the security deposit.

5. **UTILITIES/SERVICES:** Landlord shall be responsible for the payment of the following utilities/services to the premises: _____

Tenant shall be responsible for the payment of the following utilities/services delivered to the leased premises:

Tenant shall have the above services put in their name beginning on the first date occupancy. Any such bills for these services intermittently billed to Landlord during this tenancy will be charged back to Tenant and shall be due for reimbursement upon receipt of invoice from Landlord. If after the first billing period, any or all utilities have still not been transferred into Tenant's name Landlord reserves the right to charge and administration fee of \$_____ to tenant and will notify Tenant that such service(s) will be terminated by Landlord immediately. Landlord shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage is the proximate result of the negligence or unlawful act of Landlord.

Tenant expressly assumes the risk of loss or damage to Tenant's property in the leased premises, and shall pay for all such loss or damage caused by any freezing or other problems which result from Tenant's failure to provide proper heating or the termination of utilities due to non-payment of bills by Tenant.

6. **TENANT'S OCCUPANCY:** Tenant specifically agrees to use the leased premises in a manner that will not violate any federal, state, or local laws or regulations. Tenant further agrees not to injure the leased premises or use them in such a way that would disturb the peace of any person. Tenant agrees to use the leased premises only for residential purposes. Tenant agrees no more than _ person(s) shall occupy the leased premises during the term of this Agreement without consent of the Landlord.
7. **CONDITION OF LEASED PREMISES:** Tenant acknowledges Tenant has examined the leased premises and accepts the leased premises in their present state and without any representation or warranty by Landlord as to the condition of such property. The taking of possession of the leased premises by Tenant shall be conclusive evidence against Tenant that the leased premises were in a good and satisfactory condition at the time such possession was taken. Any exceptions shall be noted by Tenant and made known to Landlord *in writing* (either on Landlord's Move-In, Move-Out Inspection Form or otherwise). Any unsatisfactory condition of the premises not brought to the attention of Landlord within _____ days of Tenant's possession of premises may be assumed to have been the cause of the Tenant and will be charged accordingly.
8. **REPAIR AND MAINTENANCE:**
- MAJOR REPAIRS** - Owner shall be responsible for all major repairs to the premises except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests. Such repairs include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.
 - MINOR REPAIRS** - Tenant agrees, at Tenant's sole expense, to keep and maintain the leased premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. All maintenance problems or damages must be brought to the attention of Landlord as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written consent of the Landlord shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence (such as tearing of linoleum during removal of washer/dryer), lack of upkeep (such as furnace damage caused by failure to clean or replace air filter), misuse, pets or any additional damage caused as the result of Tenant's failure to report maintenance problems to Landlord in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water and for repair or replacement as required of damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported within 24 hours to police or insurance company and Landlord as appropriate. Tenant will reimburse Landlord for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon *in writing*.
 - UPON MOVE OUT** - At the end of the term of this Agreement, Tenant agrees to return the leased premises to Landlord in as good a condition as it was at the beginning of the term with reasonable wear and tear expected. Landlord shall consider any move-in inspection form or other form of written notification by Tenant upon move-in (per section 7) when determining repair and/or maintenance charges to Tenant. Tenant shall leave an operating

light bulb in each light socket upon vacating. If Tenant shall lease the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of cleaning, repairing or replacing as necessary to correct such condition and agrees that the security deposit paid to Landlord may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Landlord's loss of rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Landlord may also be applied toward the same.

9. **ALTERATIONS AND ADDITIONS:** Tenant shall not make or permit any alterations or additions to leased premises without prior consent and approval of Landlord.
10. **ASSIGNMENT AND SUBLEASE:** Tenant shall not transfer, assign, or sublease this Tenant's interest in the leased premises.
11. **ENTRY AND INSPECTION:** Tenant agrees Landlord and Landlord's Landlords shall have the right to enter leased premises during normal business hours, and without not less than _____ hours prior notice to Tenant to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, and to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord may, however, enter leased premises without prior notification to Tenant in cases of emergency or when Tenant has abandoned or surrendered leased premises.
12. **ANIMALS:** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.
Description of Pet(s) (Size/Type/Breed/Sex/ Indoor or Outdoor): _____
Approved By: _____
13. **SMOKING:** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.
14. **INDEMNITY:** Tenant agrees to indemnify and hold Landlord harmless from and against all claims arising from any act, omission, or negligence of Tenant or Tenant's licensees, Landlords, servants, employees, or invitees occurring in or about the leased premises during the term of this Agreement, and from and against all costs, expenses, liabilities incurred in or in connection with any such claim or proceeding brought thereon including attorneys fees incurred in connection therewith.
15. **ABANDONMENT OF PROPERTY:** If personal property is left behind by Tenant after Tenant vacates the leased premises, Landlord shall store such property for a period of 14 (Fourteen) days. If Tenant does not claim such property within this period, then Landlord shall dispose of or donate such personal property in whichever manner Landlord chooses.
16. **INSURANCE:** Landlord shall keep in force throughout the term of this Agreement an insurance policy covering only the leased premises, and not the contents thereof, for loss due to fire and other casualty losses. Tenant may at Tenant's own expense, and Landlord recommends Tenant should, maintain insurance to protect against loss of or damage to Tenant's personal property located in or on the leased premises.
17. **NOTICE:**
 - a. All notices required under the terms of this Agreement shall be in writing. Notices to Landlord shall be deemed given when personally delivered to Landlord, or Landlord's designated Landlord, or by mail. All notices to Tenant may be served as provided by law, or at Landlord's option, may be given by depositing the same in the mail, addressed to Tenant at the post office address of the leased premises. Tenant and Landlord agree mailed notices shall be deemed given 2 (Two) days following the date of the postmark on such envelope.
 - b. Should tenant vacate the premises without giving the required 30 days notice to Landlord:
 - i. Tenant shall be liable to Landlord for 30 days rent from the date notice is given of intent to vacate of from the date of actual termination, whichever occurs first. Landlord shall however, not hold Tenant liable for rent for any period during which the premises have been re-rented and Landlord is actually being paid by the new Tenant.
 - ii. Tenant shall be responsible for all damage resulting from theft and shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.
18. **DEFAULT AND REMEDIES-** The following shall be considered defaults of this agreement by Tenant and the remedies of Landlord should said default occur:
 - a. **EVENT OF DEFAULT DEFINED** - Each of the following shall be deemed an Event of Default:
 - i. If Tenant shall default in payment of rent or any other sum due under this Agreement;

- ii. If Tenant, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Agreement and shall not cure or remedy such default with all reasonable dispatch within a period not exceeding 10 (Ten) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said 10 (Ten) day period and if Tenant shall not have diligently commenced curing such default within such 10 (Ten) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;
 - iii. Abandonment of the leased premises;
 - iv. If Tenant's interest or any part of Tenant's interest, in this transferred either voluntarily or by operation of law;
 - v. The filing of execution or occurrence of:
 - A petition or other proceeding by or against Tenant for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Tenant with respect to all or substantially all of Tenant's property, except a receiver appointed at the instance or request of Landlord
 - A petition or other proceeding by or against Tenant for Tenant's dissolution or liquidation, or the taking of possession of the property of Tenant by any governmental authority in connection with dissolution or liquidation; or if such intention is given to Tenant;
 - The taking, other than the right to re-enter hereinafter given to Landlord, by any person of the leasehold created hereby or any part thereof upon execution, attachment, or other process of law or equity.
- b. **LANDLORD'S REMEDIES** - Upon occurrence of an Event of Default, Landlord may, at Landlord's option, without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:
- i. Re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and with or without re-entry, declare this Agreement at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the amount, if any, by this agreement for the balance of the lease term exceeds the then reasonable rental value of the leased premises for the balance of the term of this Agreement.
 - ii. Re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and without terminating this Agreement, re-rent the leased premises or any part of the leased premises, as the Landlord and for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the rents received on such re-renting shall be applied first to the expense of such re-renting and collection, including necessary renovation and alteration of the leased premises, reasonable attorney's fees, and thereafter to payment of all sums due or to become due Landlord under this Agreement, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay to Landlord any deficiency and Landlord may bring an action thereafter to collect same.
 - iii. Collect, by action or otherwise, each installment of rent or other sum as the same becomes due and payable, and enforce, by action or otherwise, any other term or covenant of this Agreement.
 - iv. After terminating or without terminating this Agreement, re-enter the premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, make any alterations or changes to the leased premises, and remove any and all property whatsoever found there. Tenant waives all claims for damages that may be caused by Landlord's re-entering and taking possession of the leased premises or removing and storing furniture and property as herein provided, and shall save Landlord harmless from loss, costs or damages occasioned Landlord thereby.
 - v. If Tenant breaches this Agreement and abandons the leased premises before the end of the term, or if Tenant's right to possession is terminated by Landlord because of a breach of this Agreement, then in either such case, Landlord may recover from Tenant all damages suffered by Landlord as the result of Tenant's failure to perform Tenant's obligation hereunder, including, but not restricted to the worth at the time of the award of the amount by which the rent then unpaid hereunder for the balance of the term of this Agreement exceeds the amount of such rental loss for the same period which the Tenant proves could be reasonably avoided by Landlord, and in either such case, Landlord, prior to the award, may relet the leased premises for the purpose of mitigating damages suffered by Landlord because of Tenant's failure to perform Tenant's obligations hereunder; provided, however, even though Tenant has abandoned the leased premises following such a breach, this Agreement shall nevertheless continue in full force and effect for as long as Landlord does not terminate Tenant's right of possession, and until such termination, Landlord may enforce all his rights and remedies under this Agreement, including the right to recover the rent from Tenant as it becomes due hereunder.
 - vi. Any such re-entry or taking of possession of the leased premises or property thereon shall be allowed by Tenant without let or hindrance, and Landlord shall not be liable in damages for any such re-entry, and such re-entry or taking of possession shall not be construed as an election on Landlord's part to terminate this Agreement unless a written notice of such intention is given.

vii. All rights and remedies of Landlord hereunder shall not be exclusive but shall be cumulative.

c. **RIGHT TO CURE DEFAULTS OF TENANT** - In the event of Tenant's breach or default of any covenant in this Agreement, Landlord may at any time, cure such breach or default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce Landlord's rights under this Agreement or otherwise, the sum or sums so paid by Landlord, with all interest, costs, and damages, shall be deemed to be additional rent under this Agreement and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expense.

d. **W A I V E R** - A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

19. **SUCCESSORS**: Subject to paragraph 10 above, this Agreement shall be binding upon all successors in interest, legal representatives, personal representatives, and assigns of either party.

20. **TIME OF ESSENCE**: Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

21. **GOVERNING LAW**: This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of _____.

22. **EXECUTE DOCUMENTS**: The parties agree to execute and deliver any instruments and writings necessary to carry out any term or condition of this Agreement, whenever the occasion shall arise, and request for such instruments shall be made.

23. **ATTORNEY'S FEES**: If either party has to retain legal counsel to enforce any of the rights and obligations created under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorney's fees and costs regardless of whether litigation is actually instituted.

24. **SALE OF PREMISES**: In the event of the sale, voluntary or involuntary, transfer, or assignment of Landlord's interest in the leased premises during the term of this Agreement, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Agreement in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of Landlord's successor in interest, and recognizes such successor in interest as Landlord under this Agreement. Tenant shall not act in any manner to intentionally hinder the sale and shall cooperate with Landlord and/or Landlord's representatives to the full extent of the law.

25. **FAIR HOUSING**: Owner and Tenant understand that the State and Federal Housing Laws prohibit discrimination in the leasing of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

26. **ADDITIONAL CONDITIONS OF LEASE**: _____

27. **ENTIRE AGREEMENT**: All negotiations, considerations, representations, and understandings between the parties are incorporated in this Agreement. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties.

IN WITNESS THEREOF, the parties have read, understood and do hereby, execute this Agreement on the date written above.

Tenant(s)

Landlord

