

RESIDENTIAL LEASE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____ 20____ between _____, hereinafter called "LESSOR," and _____, hereinafter called "LESSEE."

(It is mutually agreed by the parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors, and assigns, who are bound as fully and completely by covenants as the parties hereto).

WITNESSETH: That the said LESSEE has this day rented and leased from said LESSOR the following premises: _____, hereinafter called "The Premises", to be used for residential purposes, for the term of ____ years commencing on the _____ day of _____, 20____, and ending on the _____ day of _____ 20____, for which the LESSEE, their heirs, successors or assigns, agrees to pay the LESSOR during said term the sum of \$_____ in equal monthly installments of \$_____ promptly on the first day of each month plus the proration of \$_____ as rent from the _____ day of _____ 20____ to the _____ day of _____ 20____. On failure of LESSEE to pay same when due, LESSOR has the right, at his option, to accelerate said lease and declare the full amount due and payable. LESSOR may reenter and take possession of the premises upon such declaration. LESSOR has no obligation to enter and take possession of the premises upon such declaration. LESSOR has no obligation to accept rent received after the fifth of the month, for any reason. If LESSOR chooses to accept late payment, payment must include a late charge of 10% of the monthly payment. LESSOR reserves the right to refuse personal checks from LESSEE after one or more checks have been returned unpaid. There will be a \$25.00 charge for returned checks.

In the event of default by LESSEE, LESSOR may elect to (a) continue the lease in affect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due or (b) at any time, terminate all of LESSEE'S rights hereunder and recover from LESSEE all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or all of the time of an award if litigation be instituted to enforce this provision.

If LESSEE abandons or vacates the Premises while in default of the payment of rent, LESSOR may consider any property left on the promises to be abandoned and may dispose of the same in any manner allowed by law. In the event the LESSOR reasonably believes that such abandoned property has no value, it may be discharged. All property on the premises is hereby subject to lien in favor of the LESSOR for the payment of all sums due hereunder to the maximum extent allowed by law.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. ATTORNEYS' FEES: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

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Initials: _____ Lessor
 _____ Lessee

2. **ACCETANCE OF PROPERTY:** LESSEE shall complete a property inspection not later than THREE DAYS AFTER TAKING POSSESSION OF PROPERTY.
3. **METHOD OF PAYMENT.** Initial payment of deposit and rent may be made in cash, check, cashier's check or money order. Thereafter, rent may be paid by electronic funds transfer, check, cashier's check or money order. Returned checks will be redeemed within three days by money order cashier's check. Returned checks will not be redeposited.
4. **VEHICLES:** Only current licensed vehicles may be parked on the property. Vehicles will be parked on paved driveways only or designated parking spaces. Vehicles will not be parked or stored on grass or seeded areas.
5. **PETS:** LESSEE agrees not to have any pets on the premises without WRITTEN PERMISSION from the LESSOR. If a pet is authorized by Owner or Agent, LESSEE agrees to make a \$_____ non-refundable damage deposit in excess of the security deposit. Harboring an unauthorized pet will be considered a breach of this agreement.
6. **SUBLETTING:** Resident agrees not to assign this agreement, nor to sublet any part of the property nor to allow any other person to live therein other than as indicated in Paragraph 7 below and the rental application.
7. **AUTHORIZED OCCUAPANTS:** LESSEE'S family consists of ___ adults and ___ children, ages _____. LESSEE agrees to allow no other occupants in the property other than children that may be born into the LESSEE'S own family.
8. **LAWN SHRUBBERY:** LESSEE shall take proper care of the lawn and shrubbery, including the mowing, trimming, weeding, and fertilizing thereof. LESSEE shall not remove any shrubbery without the written consent of the LESSOR.
9. **UTILITIES:** LESSEE agrees to pay all electric, water and sewage charges assessed respectively for use in conjunction with the premises.
10. **ORDINANCES & STATUTES:** LESSEE agrees to comply with Federal, State, County, and Municipal rules, ordinances and regulations and any applicable community association by-laws, rules and regulations including:
 - a. Keeping the property clean and sanitary, removing garbage, trash and pet waste as it accumulates.
 - b. Operating all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a safe and reasonable manner, including the SMOKE DETECTORS.
 - c. Insuring property is safeguarded against damage, destruction, loss removal or theft.
 - d. The premises shall be used for lawful purposes only.
11. **COVENANTS:** LESSEE agrees to comply with all covenants applying to this property, a copy of said covenants, if they exist, being attached hereto as Attachment A.

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Initials: _____ Lessor
 _____ Lessee

12. FREEZING OF PIPES: LESSEE is to repair at his own expense any damage to water pipes caused by freezing or any neglect on his part, also to be responsible for all damages to the Premises caused by freezing or any neglect on his part, also to be responsible for all damages to the property of the LESSOR or to adjoining buildings, caused by the overflow or breakage of water works in said premises during the term of this lease.
13. ACCESS TO PROPERTY. LESSEE agrees to allow LESSOR or contractors, with advance notice, to enter property for the purpose of making repairs, alternations, additions, and to examine same, as deemed necessary for the safety, comfort and preservation of the property. LESSEE further agrees to allow showings of the property for the purpose of procuring replacement tenants. The LESSOR shall be granted access, with reasonable notice, to inspect the property for compliance with the provisions of this lease.
14. ALTERATIONS TO PROPERTY: LESSEE is to make no changes of any nature in the above named premises without first obtaining written consent from said LESSOR, including the painting of same.
15. BANKRUPTCY: In the event bankruptcy or any insolvency proceedings should be filed by or on behalf of the LESSEE in any Federal or State Court, it shall give the right to said LESSOR, his heirs or assigns, at their option, to immediately declare this contract null and void and at once resume possession of the Premises. No receiver, Trustee, or other judicial officer shall ever have the right, title or interest in or to the above-described property by virtue of this contract.
16. INSURANCE: LESSEE agrees not leave the Premises herein leased unoccupied for extended periods of over 30 days nor otherwise to do any act of omission which would violate the fire insurance policy upon said Premises. LESSEE further agrees to obtain and maintain Renter's insurance with respect to household goods and personal effects as well as liability insurance.
17. HOLDING OVER: Any holding over after expiration hereof, with the consent of the LESSOR, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, all terms of this agreement to survive with the exception of rent which may be increased.
18. FIRE: Should the premises be rendered untenable by fire or other casualty, the lease is to terminate. Rent shall not abate in case of partial damage, which does not render the premises untenable.
19. REPAIRS/ MAINTENANCE: LESSEE agrees not to permit any deterioration of the property during the periods of this agreement. This provision includes but is not limited to woodwork, floors and floor coverings, walls furnishings, and fixtures, appliances, windows, screens, doors, lawn, shrubbery, fencing, plumbing, electrical systems, air conditioning, heating, mechanical systems and ceilings. LESSEE agrees to immediately report any problems with above items to LESSOR.

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Initials: ____ Lessor
____ Lessee

- a. Minor repairs of \$50.00 or less will be the responsibility of the LESSEE. The LESSEE shall promptly repair, at his own expense, any damage to the property which may occur by reason of his own negligence or negligence of any member of his family, invitees, or guests and all damage caused by pet animals owned by the tenant, members of his family, invitees and guests, but shall not be responsible for ordinary wear and tear.
 - b. LESSEE acknowledges specific responsibility to change/clean air conditioning and/or heating filters as often as necessary to prevent damage to these systems. Any damages caused to these systems because of dirty/clogged filters will be paid for by LESSEE.
 - c. LESSEE agrees to clean carpets as often as necessary to prevent damage or tracks, but a minimum of one time per year, and upon vacating property.
 - d. Damage caused by rain, hail, or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes: breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect, is the responsibility of the LESSEE.
20. STORAGE: No goods or materials of any kind or description that are combustible or would increase fire risk shall be placed in or upon the Premises.
21. LOCKS: LESSEE is prohibited from adding, changing or in any way altering locks installed on the doors in Premises without permission of the LESSOR.
22. WALLS: No nails, screws, or adhesive hangers except standard pictures hangers, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Premises without written consent of the LESSOR.
23. SECURITY DEPOSIT: LESSEE shall make a security deposit of \$_____ to apply against cost of repairing damages to premises and/or furnishings, including pest control service and cleaning inside and/or outside found necessary at termination of the tenancy, due to carelessness, neglect, or misuse on the part of the LESSEE, his family, invitees, guests or pets. This does not relieve LESSEE of liability in excess of the deposit, if any.
24. RETURN OF DEPOSIT: Security deposit will be returned in accordance with the State Law provided:
- a. The full term of this agreement has been completed.
 - b. At least 30 days written notice has been given.
 - c. No damage to Premises, building(s), or grounds is determined by inspection of LESSOR.
 - d. The entire dwelling, appliances, closets and cupboards are clean and free of insects, and all debris and rubbish have been removed from the property; the carpets are cleaned and left odorless.
 - e. Any and all unpaid charges, late charges, delinquent rent, have been paid in full.
 - f. All keys have been returned, including keys to any new locks installed while resident was in possession.

25. **RELEASE FROM LIABILITY:** LESSEE hereby releases said LESSOR from any and all damages, claims, or liability to both person and property as a result of appertaining to this agreement.
26. **FAILURE OF LESSOR TO ACT:** Failure of the LESSOR to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of the LESSOR'S right to act on any violation.
27. **DRUG TRAFFICKING AND/OR DEALING:** Drug trafficking and/or dealing on this property will result in immediate eviction of the Tenant and all occupants of the property at that time.
28. **MILITARY CLAUSE:** In the Event the LESSEE is or hereafter becomes a member of the United States Armed Forces, the LESSEE may terminate this lease on thirty (30) days written notice to the LESSOR, in any of the following events: (a) the LESSEE receives permanent change of station orders to depart from the area where the premises are located (b) the LESSEE is released from active duty (c) the LESSEE has leased the property prior to arrival in the area and his order is changed to a different area prior to occupancy of the property. **NOTICE FURNISHED UNDER THE PROVISIONS OF THIS AGREEMENT SHALL HAVE ATTACHED A COPY OF OFFICIAL ORDERS OR A LETTER SIGNED BY THE PARTY'S COMMANDER REFLECTING THE CIRCUMSTANCES WHICH WARRANT THE TERMINATION OF THIS LEASE.** For the purpose of this clause, "area" shall mean a change of station to one located more than 50 miles from the original station of assignment.

IN WITNESS THEREOF we have hereunto set our hands this day and year first above written.

SIGNED

LESSOR

LESSEE

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Initials: ____ Lessor
 ____ Lessee