

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20 _____, by and between _____, hereinafter referred to as "Landlord" and _____ hereinafter referred to as "Tenant".

Property Address. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at _____ in the County of _____.

Lease Term. _____ months for the period commencing on the _____ day of _____, 20 ____, and thereafter until the __ day of _____, 20 ____, at which time this Lease Agreement shall terminate.

Rent. Tenant shall pay as rent the sum of \$ _____ per month, *due and payable monthly, on the 25th day of the previous month for which rent is due.* Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents late or lost in the mail will be treated as if unpaid until received by Landlord. Tenant further agrees to pay a **late charge of \$25.00, plus \$5.00 per day for each day the entire rent is not received by the Landlord by the first of the month regardless of the cause**, including dishonored checks, time being of the essence. If rent is received after the first of the month and late fees and/or "additional rents" as defined herein are not included with such payment, rent will be considered "unpaid." Any payments received by landlord will be applied first towards late fees and/or other additional charges, then toward rent. An additional Service Charge of \$20.00 will be paid to Landlord for all dishonored checks. If tenant bounces any rent checks, landlord shall have the right to demand cash or money orders on all future payments.

Occupants. Tenant agrees to use said dwelling as living quarters only for the persons stated above and their minor children, and agrees to pay \$50.00 each month for each other person who shall occupy the premises in any capacity.

Pets. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. Any pets kept on the property without the permission of the landlord in writing shall be a complete and material breach of the lease.

No Assignment. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.

Enforceability. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

No Waiver. All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.

Utilities. Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease.

Emergency Access. Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or, at reasonable times, to show property to a prospective tenant.

Repairs. *In exchange for tenant receiving a discounted rent, Tenant shall be responsible for all repairs, maintenance, costs, service charges, painting, improvements and additions to the property. Landlord will not be responsible for any repairs except as required by landlord under state or federal law.* Tenant shall take an active role to insure that the property stays in excellent condition. Tenant agrees that he/she has had adequate opportunity to inspect the condition of the property and Landlord makes no warranties or representations about the condition of the property, the improvements, utilities, electrical, plumbing, appliances or any latent defects of property, the improvements, utilities, electrical, plumbing, appliances or the neighborhood. Tenant has the right to paint and decorate the property in his discretion within tasteful guidelines. Tenant will not to make any major alterations to the property without prior written consent of the Landlord. Tenant is required to obtain all necessary permits required by law before commencing improvements. Any work performed on the premises whether by Tenant or other parties shall be as an independent contractor or agent of the tenant and not an employee or agent of Landlord. Landlord will have no right of supervision of the work performed. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will defend, indemnify and hold the Landlord and Landlord's agents free from claims of any other person or entity. All improvements to the property shall be the property of the Landlord and remain attached and a part of the property when tenant vacates.

Default. To further clarify the terms of the lease, the *Tenant shall make certain that rent is received by the Landlord before the first of the month. A 3-day notice of non-payment will be served on the tenant if rent is not received by the first of the month, regardless of fault of the tenant or the U.S. Postal Service. Notwithstanding the foregoing, the lease will be deemed materially and incurably breached and terminated if the rent and/or any additional rent is not paid by the fifteenth of any month for which rent is due.* The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. If tenant defaults on any other provisions of the lease, including, but not limited to any misrepresentations on tenant's application, Landlord, at his option, can elect to continue the lease or terminate the lease and take possession by any lawful means. Landlord is not required to give any notice to cure a violation of the lease other than as required by law.

Ordinances & Statutes. Tenant shall comply with all municipal, state and federal law, statutes and ordinances now in effect, or which shall be enacted in the future, and any violation thereof shall be a complete and material breach of the lease.

Legal Action. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$35.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent or other breach of lease, all court costs and attorney's fees and all costs of collection. Any such costs shall be due immediately as "additional rent." Any payments received by landlord will be applied first towards late fees and/or other additional charges, then toward rent. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County in which the property is located. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.

Waiver of Claims. Tenant hereby waives any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of an affirmative defense based upon payment of all amounts claimed by Landlord not to have been paid by Tenant. Other matters may only be advanced by Tenant in a separate suit.

Damage by Fire. In the event that the building is damaged by fire and through no fault of the tenant, and cannot be restored within a reasonable time in the opinion of the Landlord, this lease shall terminate with no further liability of either party.

Merger clause. This agreement shall constitute the full and complete understanding of the parties and supersedes all prior written and oral agreements. There shall be no further additions or changes unless the same is reduced to writing.

Tenant

Landlord

Tenant