

RESIDENTIAL LEASE

This Lease is made this _____ day of _____ 20____ by and between _____, hereafter called the "Landlord" and _____ jointly and severally, hereafter called the "Tenant".

Description and Term of Lease

1. The Landlord, for and in consideration of the rents to be paid as stated herein and the performance of all the agreements provided within this Lease, does hereby lease to the Tenant the following premises:

Address _____ Apartment or Unit # _____,
City _____ State _____ Zip _____ .

For a term commencing on _____, 20 _____,
and expiring at noon on _____, 20 _____ .

Rent

2. For rent of the premises over the term set forth in paragraph one, the Tenant agrees to pay the Landlord a total of _____ dollars, (\$_____). The Tenant agrees to pay the said rent by paying \$ _____(pro-rated as necessary) on or before the commencement date in paragraph 1, and the balance in equal monthly payments of \$ _____ beginning on the ____ day of _____, 20 _____ and in the same amount on or before the ____ day of each succeeding month during the term of this agreement.

Remedies In the Case of Default and Late Charges

3. It is expressly agreed that timely payments are the very essence of this agreement.. If the Tenant defaults in the payment of rent and the rent remains unpaid paid for ____ days after it be comes due. The Tenant shall pay a "late charge" of \$ _____ per day per day to compensate the extra expense of handling late payments.

The right of the Landlord to make a charge for a late payment should not be construed to be a grace period. Acceptance of late rental payments with any late charges from the Tenant shall not waive the Landlord's right to timely payments in the future. In the event any rent is due and unpaid the provision above for a late charge shall not exclude other remedies provided by law. If the Tenant defaults in rent payments or in any of the agreements contained herein, then it shall be lawful for the Landlord, or the Landlord's attorneys, representatives or assigns to reenter into, repossess the premises, and remove and evict the Tenant and every other occupant by any lawful means.

Premature Termination By the Tenant

4. Should the tenant vacate the premises prior to the expiration of this Lease, the Tenant agrees to pay the rent specified in paragraph two above for the full term of this Lease or until such time as the premises are leased again. In such case Tenant's liability included, but is not limited to, all expenses that accrue to the premises, including utility bills and all expenses incurred to lease the premises again including leasing commissions and advertising expenses. If the Landlord acts reasonable in leasing the premises for less than the amount of this Lease, the Tenant shall be liable for the difference in rent for the balance of the term of this lease.

Security Deposit

5. The Tenant agrees to deposit with the Landlord the sum of _____ dollars (\$ _____), as security for the performance by the Tenant of all conditions and agreements of this Lease. Said sum shall be paid on or before the ____ day of _____, 20 ____ . The Tenant is not to consider this Security Deposit as the final rent installment due. Said Security Deposit shall be returned to the Tenant, less any amounts owed to the Landlord by the Tenant for any purpose including, but not limited to, rent due, utility and water bills, damages to the premises beyond ordinary wear and tear, and cleaning costs.

The Landlord agrees that, in accordance with state law the Security Deposit will be deposited in a specific and separate account in the following regulated financial institution:
located at: _____

NOTICE: You must notify your Landlord in writing within _____ days after you move, of a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord may be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

Use of Premises

6. The premises shall be used for residential purposes only as a home, apartment or townhouse. If all provisions of this Lease are complied with the Tenant shall be entitled to the quiet use of the premises. No activities shall be permitted upon the premises by the Tenant which are contrary to the Federal, State, Local and Municipal Statutes, rules and ordinances. Tenant shall not bring or keep anything on the premises nor permit anything to be done thereon which in any way conflicts with any laws, regulations, or ordinances relating, but not limited to, the applicable health and fire departments or insurance policy provisions. Nor shall the tenant obstruct or interfere with the rights of other persons on the property, or in any way injure or annoy them.

Obligations to Maintain Premises

7. The Tenant agrees not to install nor alter locks on any door of the premises without written approval of the Landlord. The Tenant agrees not to attach with glue, or other adhesive materials any items to, nor to drive screws, nails, or their equivalents, into the woodwork, walls, ceiling, or floors of said premises, nor to make any changes in the structure of said building or any room therein without the previous written consent of the Landlord.

The Tenant further agrees to keep said premises, together with the fixtures, furniture, and appurtenances therein, in a clean and sanitary condition, in good repair, and free from vermin and rodents, at the Tenant's expense, and shall return upon expiration or termination by any other means of this Lease the premises to the Landlord in the same condition as at the date of the execution of this Lease, except for reasonable wear, or alterations or repairs by the Landlord. Tenant agrees to keep all appliances furnished by the Landlord in good condition, except for ordinary wear from careful usage on the part of the Tenant.

In the event the said premises are not maintained in this manner by the Tenant, the Landlord may enter same and return it to good condition and the Tenant agrees to pay the expenses of the Landlord in so doing, in addition to the rent agreed to herein.

The Tenant shall be obliged to maintain the structure and appliances according to all applicable instruction manuals and by common sense and should the Landlord or its agents in attempting to make repair find that the Tenant has failed to comply herewith or by improper use has caused or contributed to the cause of the failure all charges related to the repair, including parts and labor, shall be paid by the Tenant as damages.

Any damage to the premises, appliances, furniture or other property of the Landlord caused by the act or neglect of the Tenant, or the Tenant's guest(s). shall be promptly repaired by the Tenant or the Landlord may demand immediate payment for same as damages whether or not the Landlord has repaired same. The options of the Landlord listed herein shall not limit the Landlord's remedies under other provisions of this Lease or under law.

Vehicle Regulations

8. Tenant agrees not to perform mechanical work (including oil changes) on any vehicle in the driveways, parking lots or lawn areas without express written permission from the Landlord. Any vehicles (including trailers, motorcycles, boats, or snowmobiles) parked on the lawn area may be towed away at owner's expense. Vehicles not visibly displaying a current license or registration may be removed and disposed of as abandoned vehicles, provided the Landlord posts a written notification to such effect on the vehicle in a conspicuous place 10 days prior to removal of the abandoned vehicle.

Landlord's Obligations to Repair

9. The Landlord shall repair damages to the appliances or structure not caused by the act or neglect of the Tenant, or the Tenant's guest(s) which substantially interferes with the Tenant's quiet enjoyment of the premises. Requests for repairs must be in writing to the Landlord. The Landlord shall in no event be responsible for loss of or damage to any of the Tenant's possessions from appliance failure, water leak, water backup, fire, theft, vandalism, or disappearance of the Tenant's property regardless of the state of security of the premises.

NOTICE: The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Renter's Policy of Insurance.

Tenant hereby agrees to purchase a renters policy of insurance covering their possessions.

Condition of Premises at Commencement, Inventory Checklist.

10. The Tenant hereby accepts the premises and all the furnishings therein in good condition and presumes that the inventory list is correct in all particulars and that the premises are in good condition. The purpose of the inventory list is solely for assessing damages and does not obligate the Landlord to provide or repair any item listed but not found on the premises.

Access to Premises By Landlord

11. The Tenant agrees that the Landlord or the Landlord's agents shall be allowed to enter the premises at all reasonable times, for inspecting or examination of same, to make repairs or modifications to same. or for exhibiting the same to potential tenants or buyers or to government officials. or underwriters.

Sale of the Premises By the Landlord

12. Should the Landlord sell or transfer the management of the premises during the term of this Lease the Tenant's security deposit shall be transferred to the new owner and/or manager. Upon written notification to the Tenant of such transfer the Eviction Tenant shall discharge the Landlord from any liability relating to the security deposit and shall hold only the new owner and/or manager liable for the security deposit and all related requirements and responsibilities.

Tenant Responsibilities

13. Tenant is responsible for the following checked items and shall pay the same at no expense to the Landlord:

Water ___ Sewer ___ Gas ___ Electricity ___ Garbage pickup ___

Snow removal ___ Lawn maintenance ___ Other _____

Fees

14. The following fees shall be charged for replacement items:

Replacement key	\$ _____
Replacement door locks	\$ _____
Replacement mailbox	\$ _____
Other _____	\$ _____

Assignment

15. The Tenant agrees not to lease, sublet nor assign the Tenant's rights and obligations under this Lease to any other person or persons without the express written permission of the Landlord. The Tenant's rights and obligations under this Lease shall continue in full force should the Landlord's obligations under this Lease be reassigned or transferred.

Notices

16. All required notices to the Tenant shall be sent to the address of the premises leased hereby. All notices required to be given to Landlord by law or by this Lease, shall be addressed to:

Rental Payments:

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Repairs & Emergencies:

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

or at any future address that the Landlord designates in writing to the Tenant. This provision shall not relieve the Tenant from obligations stated in the "Notice" under paragraph 5 above.

Eviction

17a. Should the Tenant fail to timely pay rent or utility charges, fail to comply with any of the other terms or agreements contained in this Lease. or in the use of these premises, violate any law, ordinance, rule or regulation of any governmental authority. whether civil or criminal, the Landlord may terminate this Lease and may proceed to evict the Tenant from the premises as provided by state law. In the case of such termination, the Tenant agrees to indemnify the Landlord against all losses of rent incurred by reason of such termination, during the remaining term of this Lease.

It is forbidden for Tenant, any member of Tenant's household or any person under Tenant's control to possess, manufacture, deliver or possess with intent to deliver any controlled substance or counterfeit controlled substance. And should Tenant or any of those above-mentioned who are responsible to him be deemed by Landlord to have violated this Section, and should a police report to that effect have been filed by the police or by the Landlord, Tenant may be evicted upon proper legal service.

Surrender of or Holding Over of Premises

18. Notice to renew or not to renew this Lease must be given by the Tenant to the Landlord in writing not less than thirty days prior to termination of this Lease. Should the Tenant fail to give such notice but continue to occupy the premises such occupancy shall not constitute a renewal hereof, but shall be considered a month to month tenancy under the terms of this Lease. In case of a month to month holding over, the Landlord shall give the Tenant written notice of the rental rate at least 30 days in advance. Unless notified otherwise, the Tenant shall be liable for rent at the same rate as the last month of the term of this Lease. If this Lease is renewed, all terms contained herein shall continue in effect except those relating to the rental rate and others specifically modified in writing.

19. Upon termination of this Lease, (or termination of any renewal of same) the Tenant shall surrender possession of the premises in the same good order as at commencement of the lease period. It is agreed specifically that only when all keys have been returned to the Landlord and all of the Tenant's property has been removed from the premises (subject to paragraph 21 below pertaining to "Abandoned Property") shall the Tenant be deemed to have surrendered possession and further, that Tenant may continue to be charged rent until possession is surrendered as herein provided.

20. When the Tenant vacates the premises the Landlord (or the Landlord's agent) shall inspect the premises and itemize damages against the Inventory Checklist. The security deposit will be used to repair any such damages or any other obligation against said security deposit including but not limited to any unpaid rent. Within 30 days of the Tenant terminating occupancy the Landlord shall mail an itemized list of damages claimed for which the security deposit may be used, including any estimates of repair costs for each property damaged item and the amounts and basis on which he intends to assess the Tenant. The list shall be accompanied by a check or

money order for the difference between damages claimed and the amount of the security deposit, but should the amount assessed exceed the amount of the security deposit, the list of damages shall constitute an enforceable demand for payment of such excess by the tenant.

Abandoned Property

21. When the Tenant vacates the leased premises, should he leave any personal property or vehicles on or about the premises or common areas of those and adjacent premises and should such property remain uncollected and unclaimed by the Tenant after 30 days from the time of vacating, such personal property or vehicles may be deemed to be willfully abandoned and may be disposed of in any manner convenient for and chosen by the Landlord or the Landlord's agent without notice to Tenant.

Fire, Wind or Flood Damage

22. If the premises are partially damaged by fire, the elements or other causes which are not caused by the acts or failures to act by the Tenant or their guests, then the premises shall be repaired by the Landlord with reasonable dispatch, and if the Tenant cannot occupy the premises during such repairs without substantial inconvenience there shall be a proportionate reduction of rent allowed. The Landlord shall have no further liability save the proportionate reduction of rent even if repairs are delayed for any reason. If the damages to the premises substantially destroys the premises the Landlord shall have the option to rebuild or repair the premises or to declare in writing this Lease null and void whereupon all responsibilities between the Landlord and the Tenant for the remaining term of this Lease shall cease.

Severability and Waiver

23. Invalidity of any of the provisions of this Lease by statute, court order, or judgment shall not affect any of the other provisions herein contained. Any provision of this Lease invalidated by any decision of the Supreme Court of this state or the United States published not less than 90 days prior to the execution of this Lease shall be null and void and this Lease shall be read as if such provisions were excluded. Waivers of any covenant, condition, obligation, rule or regulation by the Landlord is not a waiver or further breach of the same.

Construction of Term

24. This Lease, the Inventory Check List and any other documents appended to this Lease, contains each and every one of the agreements under this Lease. Any modifications must be entered in writing on all said copies of said Lease.

The absence of any such entry shall be construed as a conclusive presumption that no such modification was agreed to, and the absence of any such modification from any copy shall exempt any party whose copy has not been so modified from any responsibility indicated by such modification.

It is hereby stipulated that the use of the singular or plural shall be construed as applying to the party referred to whether singular or plural and the use of masculine, feminine or neutral terms of gender shall be construed as applying to the party referred to regardless of gender.

The agreements contained in this Lease shall be binding upon and inure to the respective parties, their successors, heirs, executors, administrators and assigns, and may be exercised by either party or any attorney or agent of the party.

If paragraph one above indicates that the premises are leased by a Landlord acting through an agent or property manager then the Tenant shall contact the Landlord for any reason (notices, payment, complaints) first through the agent or property manager until otherwise advised by the

Landlord, the agent, or property manager. This Lease is to be construed according to the laws of the State, and shall not be construed as violating in fact or intent, any such the provisions.

Each party hereby releases the other party from all liability arising from any loss, damage or injury caused by fire or other casualty for which the other party carried an insurance policy which permits waiver of liability and waives the insurer's rights of subrogation, to the extent that the insured party receives compensation under the policy.

Nothing contained in this Lease shall be construed as releasing either party from a duty to minimize or mitigate any damages to the other party.

25. Other Restrictions (Cross out and initial restrictions that do not apply.)

No Pets _____ No Kerosene Heaters _____ No Window Air Conditioners
No Washer/Dryer _____ Waterbeds allowed if waterbed insurance is purchased by tenant.

LEAD WARNING STATEMENT

27. Housing built before 1978 may contain lead base paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-base paint and lead base paint hazards in the dwelling. Tenants hereby acknowledge that they have received a Federally approved pamphlet on lead poisoning prevention at the time they sign this agreement.

DISPUTE RESOLUTION

28. Each party agrees that they have a common interest in preventing and resolving misunderstandings and differences of interpretation that may arise out of or related to this Lease. To this end, should any such dispute arise out of or relating to this Lease, including tenant/tenant disputes, each party agrees to immediately submit the dispute to mediation in an attempt to reach a voluntary resolution. Each party agrees to retain the local Resolution Center, an independent Community Program operating under state law, as the neutral, non-adversarial dispute resolution service provider for duration of this Lease.

26. In witness whereof that parties hereunto set their hands this day and year as written above:

Landlord

Landlord's Agent

Tenant

Tenant

Date _____

NOTE. Those who make use of this form must review it to insure that each section is appropriate as state law varies. Rental Housing On Line Inc., makes no warranties as to its legality and is not responsible for use or misuse of this form, or any damages incurred through its use.