



# RESIDENTIAL LEASE

## 1 PARTIES AND PROPERTY.

[redacted] Tenant agrees to lease from the undersigned Landlord the following real property in the municipality of (if incorporated) [redacted] County of [redacted] the state of [redacted] known as and described as follows:

## 2 TERMS.

Tenant agrees to pay a total of \$ [redacted] USD to Landlord for rental period of [redacted] months beginning [redacted] and ending on [redacted]. Tenant covenants and agrees to pay a monthly rental fee of \$ [redacted] in advance on the [redacted] day of each month during the term of this lease. The first month's rent shall be paid on [redacted]. If Tenant takes possession of the property in advance of the term, all conditions of this lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event the Landlord receives the rental payment on or before the due date each month, a [redacted] USD discount shall be applied to the monthly payment.

## 3 ADDITIONAL RENT.

All monthly rent payments shall be paid on or before the due date without a grace period and if not received by Landlord when due, then in addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$ [redacted] per day (each month up the 20% of the monthly rent) for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All rental payments shall be paid to [redacted] and delivered to [redacted] or to such other place as the Landlord may, from time to time, direct.

## 4 SECURITY DEPOSIT.

The security deposit of \$ [redacted] payable upon execution of this lease, shall be held by [redacted] (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein. Buyer/Landlord shall hold the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in the Landlord-Tenant Actions, of the state of [redacted]. Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to Tenant's non-performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount. The security deposit is not to be construed by the Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one check, jointly payable to all Tenants and such refund check and itemized of deduction may be mailed to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT.

Landlord Initials: [redacted]

Tenant(s) Initials: [redacted] / [redacted]

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## 5 RETURNED CHECK.

There shall immediately accrue a change of \$  as additional rent, for each event of any check delivered to the Landlord, which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such as occurrence, Landlord may require all subsequent amounts payable under this lease to be paid by Tenant in the form of cash, cashier check or money order.

## 6 USE OF PROPERTY.

Tenant agrees that the property shall be occupied by no more than  person(s), as a residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose whatever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws regulating the use of property. Failure to comply will cause a default of this agreement.

## 7 GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.

Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code requirements. Tenant shall obtain an occupancy permit.

## 8 POSSESSION.

Landlord will permit Tenant to quietly and peaceably hold, occupy and and enjoy said property during the term hereof without interference by the Landlord provided that Tenant observes and performs all of the agreements contained therein. Landlord's liability for failure to deliver possession on the specific date shall be limited to abatement of rent from Tenant until possession is delivered.

## 9 ILLEGAL DRUG WARNING.

Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this lease and the eviction of the Tenant. Tenant warrants to Landlord that Tenant or any other of the property has never been convicted of crimes related to methamphetamine.

## 10 ACCESS BY LANDLORD.

Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein, and for the purpose of making any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any cause whatsoever, except Landlord's gross and willful negligence.

## 11 RESPONSIBILITIES OF LANDLORD.

In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the residence in good and habitable condition including costs associated with reasonable wear

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and tear of the tenant, except as provided for damages caused by Tenant's neglect and except as provided for in Section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the residence of a person convicted of crimes related to methamphetamine.

## 12 LIABILITY AND INDEMNITY.

Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the premise for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke or other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person, or for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant. Landlord requires Tenant to obtain personal household contents and personal liability insurance, (See Section 14) Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing batteries (See Section 14.)

## 13 MULTIPLE TENANTS.

Each Tenant is jointly and individually liable for all obligations and sums due under lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.

## 14 RESPONSIBILITIES OF TENANT.

In addition to other responsibilities set forth in the lease, Tenant shall:

- i) Pay all utilities when due including, if applicable, electric, gas, water, and snow/trash removal. Tenant shall make arrangements for such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building) throughout the term of the lease;
- ii) Obtain personal liability insurance and, if desired, personal household contents insurance;
- iii) Inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
- iv) Change furnace filter regularly (at least every three months) if residence has a forced air system;
- v) Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- vi) Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly;
- vii) Comply fully with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.  
Except where following exterior maintenance items are provided for by the subdivision/condominium, Tenant shall also:
  - (a) Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others.
  - (b) Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
  - (c) Provide the necessary and proper care for shrubs and trees.
  - (d) Maintain gutters and downspouts so as to be clean and operable.

It is further understood, acknowledged and agreed that Tenant shall:

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- viii) Be responsible for the cost of repairs of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else;
- ix) responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to Landlord thirty (30) days or later after possession;
- x) Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to Landlord before damage occurred;
- xi) Be responsible for the cost of garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- xii) Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant or Tenant's invitees or guests; and
- xiii) Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage to the residence.
- In addition, it is understood, acknowledged and agreed that Tenant:
- xiv) Shall keep no pets on the property without the express written consent of Landlord;
- xv) Shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without the written consent of Landlord;
- xvi) Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease; (Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee;)
- xvii) Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking;
- xviii) Shall not park or store any residential vehicle, trailer or commercial vehicle on the property without the written consent of Landlord;
- xix) Shall not store flammable or hazardous materials, except nominal amount of gasoline, which is to be stored in proper containers;
- xx) Shall refrain from activities of any kind that would interfere with neighbor's peaceful enjoyment of the property they occupy;
- xxi) Shall not assign this lease or sublease or rent any portion of the property to anyone else;
- xxii) Shall keep Landlord informed at all times of Tenant's current phone numbers (residents, work and cell)
- xxiii) Shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay Landlord's cost of professional carpet cleaning to be done after vacating;
- xxiv) Shall pay all attorney fees and court costs in the event legal proceeding are instituted by Landlord for non-payment of rent or late charges or any other breach of this lease by Tenant, including eviction cost.
- THE FAILURE OF FULFILLMENT RELATED TO ANY OF THE RESPONSIBILITIES LISTED ABOVE IN THIS SECTION LEADS TO APPLYING A MINIMUM "VIOLATION FEE" OF \$  PER ITEM/EVENT IN ADDITION TO ANY OTHER EXISTING FEES AND COSTS.

## 15 HOLDOVER.

If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term or any renewal or extension period or the move-out date agreed to by the parties), Tenant shall be liable to pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and attorney fees)

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## 16 DESTRUCTION OF PROPERTY.

In the event the property is rendered partially uninhabitable by fire or other causality, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not completed within thirty (30) days after the date of the damage or loss, then Tenant shall have the option of termination this lease immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other causality, the lease shall immediately terminated.

## 17 CONDEMNATION.

In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

## 18 DEFAULT BY TENANT.

In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this Section shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

## 19 ABANDONMENT.

In Tenant is absent from the premises for five (5) conservative days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peacefully enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

## 20 INSPECTION OF PROPERTY.

Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, filth and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside un the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

This document has legal consequences.  
If you do not understand it, consult your attorney.  
The text of this form may not be altered in any  
manner without written acknowledgment of all parties.

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## 21 SPECIAL AGREEMENTS.

## 22 ACKNOWLEDGMENT & SIGNATURES.

### 1st Tenant:

Full Name:  Signature:  Date:

### 2nd Tenant:

Full Name:  Signature:  Date:

### Property Manager / Landlord:

Full Name:  Signature:  Date:

Landlord Initials:

Tenant(s) Initials:  /