

Lease Agreement

The Landlord and Tenant agree to lease the premises at the rent and for the term as follows:

LANDLORD:

TENANT:

Premises:

Term: Years **From:** **To:**

Monthly Rent: \$

Security Deposit: \$

Brokerage Fee: \$

Security Deposit, 1st month rent (prorated to XXXX if necessary) and brokerage fee to be paid upon signing of the lease as follows: \$ check payable to \$ check payable to Keller Williams Realty and \$ check payable to XXX Realtors.

1. **Use**

The premises must be used to live in only and for no other reason. Only a party signing this lease, spouse, and children of that party may be permanent residents of the the premises.

2. **Rent, added rent**

The rent Payment for each month must be paid on the **XXX day of that month** at the Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when tenant signs this lease.

The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, landlord may give notice to tenant that tenant may no longer pay rent in installments. The entire rent for the remaining part of the term will then be due and payable.

*** Tenant to pay \$ 50 late fee if rent is paid after the 10th.**

*** Tenant to pay \$ 50 fee per check if returned.**

*** Tenant to pay legal fees if eviction is commenced.**

3. **Notices**

Any bill, statement or notice must be in writing and delivered or mailed to the tenant at the premises and to the landlord at the address for notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by

certified mail. Landlord must send tenant written notice if landlord changes the address for notices.

4. ***Security***

Tenant has given Security to landlord in the amount stated above. If tenant fully complies with all the terms of this lease, landlord will return the security after the term ends. If tenant does not fully comply with the terms of this lease, landlord may use the security to pay amounts owed by tenant, including damages. If landlord sells the premises, landlord may give the security to the buyer. Tenant will only look to the buyer for the return of security.

5. ***Utilities and Services***

Tenant will be responsible for coordination for and payment of bills for the following utilities and services: oil, electric, municipal services, propane, telephone, cable, Internet, lawn care and snow removal.

6. ***Repairs and Alterations***

Tenant must keep, and at the end of the term return the premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If the tenant defaults, landlord has the right to make repairs and charge the tenant the cost. The cost will be added rent. Tenant must not alter, change or add to the premises without consent of landlord.

7. ***Space "as is"***

Tenant has 72 hours after occupation to inspect the premises, document any hidden defects, and inform landlord of findings.

8. ***Liability***

Landlord is not liable for loss, expense or damage to any person or property unless it is due to landlord's negligence. Tenant must pay for damages suffered and money spent by landlord relating to any claim arising from any act or neglect of tenant. Tenant is responsible for all acts of tenant's family, employees, guests, and invitees.

9. ***Assignment, sublet***

Tenant may not sublet all or part of the premises, or assign this lease or permit any other person to use the premises.

10. ***Landlord may enter, keys, signs***

Landlord may at reasonable times, upon reasonable notice to the tenant, enter the premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or

tenants. Tenant must give to landlord keys to all locks. Locks may not be changed or additional locks installed without landlords consent. Doors must be locked at all times. Windows must be locked when tenant is out. Landlord may place the usual "for sale" signs upon the premises.

11. ***Compliances with authorities***

Tenant must, at tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or board of fire underwriters or similar group. Tenant may not do anything which may increase landlord's insurance premiums. If tenant does tenant must pay the increase as added rent.

12. ***Tenant's defaults and Landlord's remedies***

A. Landlord may give notice to tenant to correct any of the following:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the lease, improper subletting all or part of the premises, or allowing another to use the premises.
3. Improper conduct by tenant or other occupant of the premises.
4. Failure to fully perform any other term in the lease.

B. If tenant fails to correct the defaults in section A within the 5 days, landlord may cancel the lease by giving tenant a written 3 day notice stating the date the term will end. On that date the term and tenant's rights in this lease automatically end and tenant must leave the premises and give landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the lease is canceled, or rent or added rent is not paid on time, or tenant vacates the premises, landlord may in addition to other remedies take any of the following steps:

1. Enter the premises and remove tenant and any person or property
2. Use dispossesses eviction or other lawsuit method to take back the premises.

D. If the lease is ended or landlord takes back the premises, rent and added rent for the unexpired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowances to the tenant. Tenant shall be responsible for landlord's cost of re-renting. Landlord's cost shall include the costs of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. Any rent received from the re-renting shall be applied to the reduction of money tenant owes. Tenant waives all rights to return to the premises after possession is given to the landlord by a court.

13. ***Bankruptcy***

If (1) tenant assigns property for the benefit of creditors, (2) tenant files a voluntary petition or an involuntary petition is filed against tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of tenant or tenant's property is appointed, landlord may give tenant 30 days notice of cancellation of the term of this lease. If any of the above is not fully

dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

14. Correcting tenants fault

If tenant fails to correct a default after notice from landlord may correct it for tenant at tenant's expense. The sum tenant must repay to landlord will be added rent.

15. Waiver of jury, counterclaim, set off

Landlord and tenant waive trial by a jury in any matter which comes up between the parties under or because of this lease except for a personal injury or property damage claim). In a proceeding to get possession of the premises, tenant shall not have the right to make a counterclaim or set it off.

Landlord has given or may give written instructions about the care and use to the appliances' equipment and other personal property on the premises. Tenant must obey the instructions.

16. Illegality

If any part of this lease is not legal, the rest of the lease will be unaffected.

17. No Waiver

Landlord's failure to enforce any terms of this lease shall not prevent landlord from enforcing such terms at a later time.

18. Pets

Tenant **may not have additional pets** on the premises without the expressed permission of the landlord

19. Paragraph headings

The paragraph headings are for convenience only.

20. Personal Possessions

I understand that my rent does not include insurance coverage for any of my contents. If I desire that type of coverage I will have to purchase renter's insurance privately.

_____(tenant initials)

21. Additional Considerations

Owner to install/provide XXXX as needed.

22. Effective date

This lease is effective when landlord delivers to tenant a copy signed by all parties.

Signatures: The parties have entered into this lease on the date first above stated.

Landlord:

Tenant:
