

## RESIDENTIAL LEASE

LEASE AGREEMENT, entered into between \_\_\_\_\_ (Landlord) and  
\_\_\_\_\_ (Tenant).

For good consideration it is agreed between the parties as follows:

1. Location: Landlord hereby leases to Tenant the premises described as follows:  
\_\_\_\_\_
2. Term: This lease shall be for a term of \_\_\_\_ year(s), commencing on \_\_\_\_\_, 20\_\_\_\_\_
3. Rent: Tenant shall pay Landlord the annual rent of \$\_\_\_\_\_ during the said term, in monthly payments of \$\_\_\_\_\_, each payable monthly on the first day of each month in advance at such place as we may from time to time specify by written notice. Tenant shall pay a security deposit of \$\_\_\_\_\_ to be returned upon termination of this Lease and the payment of all rents due and performance of all other obligations.
4. Utilities and Services: Tenant shall at its own expense provide the following utilities or services: Tenant must pay promptly as they become due. All charges for furnishing \_\_\_\_\_ [specify, e.g., water, electricity, garbage service, and other public utilities] to the premises during the lease term.

Landlord shall at its expense provide the following utilities or services:  
\_\_\_\_\_ [specify]

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption—and any other inability on Landlord's part to fulfill Landlord's lease obligations resulting from any such cause—will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render Landlord liable to Tenant for damages, or relieve Tenant from performing Tenant's lease obligations.

5. Tenant further agrees that:
  - a. **Condition of Premises:** Upon the expiration of the Lease it shall return possession of the leased premises in its present condition, reasonable wear and tear, and fire casualty accepted. Tenant shall commit no waste to the leased premises.
  - b. **Assignment or Subletting:** Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.
  - c. **Alterations:** Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.
  - d. **Compliance with the Law:** Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises.
  - e. **Tenant's Conduct:** Tenant shall not conduct on premises any activity deemed extra hazardous, a nuisance or requiring an increase in fire insurance premiums.
  - f. **Pets:** Tenant shall not allow pets on premises.
  - g. **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.
6. **Subordination:** This Lease shall be subordinate to all present or future mortgages against the property
7. **Time of Essence:** Time is of the essence in this agreement.

8. **Indemnity:** Tenant will indemnify and hold Landlord and Landlord's property—including the lease premises—free and harmless from any liability for injury to or death of any person, including Tenant, or for damage to property arising from Tenant's using and occupying the premises or from the act or omission of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent.
9. **Binding of Heirs and Assigns:** Subject in the provisions of this lease against assignment of Tenant's interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.
10. **Rights and Remedies Cumulative:** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
11. **Choice of Law:** This agreement is to be construed under \_\_\_\_\_ [name of state] law. All obligations of the parties created under this lease are performable in \_\_\_\_\_ County, \_\_\_\_\_ [name of state].
12. **Legal Construction:** If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.
13. **Prior Agreements Superseded:** This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.
14. **Amendment:** No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.
15. **Additional Lease Terms:**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**IN WITNESS OF THIS AGREEMENT,** the Landlord and Tenant execute this agreement as of the day and year first above written.

**LANDLORD**

\_\_\_\_\_ [typed name of Landlord]

By \_\_\_\_\_ [signature]

\_\_\_\_\_ [address]

**TENANT**

\_\_\_\_\_ [typed name of Tenant]

By \_\_\_\_\_ [signature]

\_\_\_\_\_ [address]