

# LEASE AGREEMENT

Br. Size \_\_\_\_\_  
Security Deposit \_\_\_\_\_  
Move-In Date \_\_\_\_\_  
Monthly Rent \_\_\_\_\_

## EQUAL HOUSING OPPORTUNITY

THIS AGREEMENT made this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (hereinafter call "Owner") and \_\_\_\_\_ (hereinafter called "Resident"). Owner LEASES TO Resident, and Resident rents from Owner, apartment number \_\_\_\_\_, located at \_\_\_\_\_ under the following conditions:

1. **TERM** - The initial term of this lease shall be \_\_\_\_\_ beginning \_\_\_\_\_, \_\_\_\_\_, and ending \_\_\_\_\_.
2. **POSSESSION** - If there is a delay in delivery of possession by Owner, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this Agreement and have full refund of any deposit. Owner shall not be liable for damages for delay in possession.
3. **RENT** - Rent is payable monthly in advance at a rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month, during the term of this Agreement on the first day of each month at the office of Owner or at such other place Owner may designate. A prorated amount of rent, when lease commencement is not on the first day of the month, will be due prior to commencement of the lease.
4. **LATE CHARGES** - Time is of the essence in this Agreement and if Owner elects to accept rent after the fifth (5th) day of the month, a late charge of the greater of \$15.00 or five percent (5%) of the rental payment will be assessed. In the event that rent payment by personal check is returned unpaid by the payor's bank for any reason, the rent will be deemed to have been paid on the date that the check actually clears the payor's bank, or is otherwise covered by Resident. There will be a \$25.00 charge for handling all returned checks or the maximum as allowed by state law, whichever is greater.
5. **SECURITY DEPOSIT** - Owner acknowledges receipt of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as security for Resident's fulfillment of the conditions of this Agreement. Deposit to be placed in an interest bearing Escrow Account at \_\_\_\_\_. *Interest earned will accrue to the Owner.* Deposit will be returned to Resident within thirty (30) days after apartment is vacated if:
  - a. Lease term has expired or Agreement has been terminated by both parties; and
  - b. All monies due Owner by Resident have been paid; and

- c. Apartment is not damaged and is left in its original condition, normal wear and tear excepted, or in a clean, ready-to-rent condition (if terminated pursuant to paragraph 7).

Deposit may be applied by Owner to satisfy all or part of Resident's obligations and such act shall not prevent Owner from claiming damages in excess of the deposit. Resident may not apply the deposit to any rent payment without written approval of Owner.

Resident acknowledges that he has been given a list of any existing damages to apartment; given the right to inspect same; and has approved said list except as previously specified in writing to Owner.

**6. RENEWAL TERM -**

- a. Notice to Vacate - Resident agrees that prior to vacating the premises, whether at the expiration of the original term as stated above or thereafter, he shall give Owner a thirty (30) day written notice to vacate, and Resident shall vacate and surrender the premises in its original condition, normal wear and tear excepted. Provided, however, the giving of such notices as provided in this paragraph shall not excuse the Resident from any other obligations contained in this rental agreement, including but not limited to, the payment of rent as herein provided.
- b. Renewal - Owner and Resident covenant that Resident's mere occupancy of the said premises beyond the term shall not be deemed a renewal of this lease for the whole term, or any part thereof, and Resident shall be deemed a trespasser; provided, however, the acceptance by Owner of rent after the expiration of this lease shall be deemed a continuance of this lease on the month-to-month basis, with all terms and conditions remaining the same, unless otherwise notified by owner.

**7. BREACH OF TERMS** - Owner may terminate this Agreement prior to the expiration of the original or any subsequent term upon thirty (30) calendar days notice to resident in the event of any material breach of this Agreement. Any breach of the terms of the Lease Agreement, or any repeated or unabated violation of the Rules and Regulations in effect at the time of the violation shall be a material breach of this Agreement. Resident agrees to pay Owner's reasonable attorney's fees, in the event Owner prevails in a summary ejectment action initiated after the Resident has refused to vacate the premises at the written request of Owner for a material breach of this Agreement.

**8. OCCUPANTS** - The apartment will be occupied by only the Residents on this Agreement and/or the following members of Resident's family: \_\_\_\_\_  
\_\_\_\_\_.

9. **DESTRUCTION OF PREMISES** - If apartment is made uninhabitable by fire or otherwise not the fault of Resident, this Agreement shall be terminated.
10. **HOLD OVER** - Resident shall not hold over beyond the date given in a Notice to Vacate.
11. **RIGHT OF ACCESS** - Owner, Investors, Managing Agent, and/or Monitoring Agencies, shall have the right of access to apartment for inspection and maintenance during reasonable hours. In case of emergency, Owner may enter at any time to protect life and prevent damage to the property.  
  
Owner shall also have the right to enter the apartment for showing during reasonable hours, after Notice to Vacate has been received.
12. **USE** - The apartment (including common areas - parking lots, recreational areas, etc.) shall be used for residential purposes only and shall be occupied or used only by the persons named in Resident's application to lease or as stated in paragraph 8. Apartment shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use apartment or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their apartments. The apartment will be used for residential purposes only.
13. **PROPERTY LOSS** - Owner shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Owner's negligence.
14. **TENANT'S INSURANCE, RELEASE, AND INDEMNITY PROVISIONS** - The Resident shall insure any of his personal property located or stored upon the premises against risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Such insurance shall be in an amount equal to the replacement value of the property so insured and shall be placed in such companies as are selected by the Resident. Regardless of whether the Resident secures such insurance, the Owner shall not be liable for any damage to, destruction of, or loss of any of the Resident's personal property located or stored upon the premises regardless of the cause or causes of such damage, destruction, or loss.
15. **SUB-LET, COMPANY TRANSFER, OR RESIDENT CHANGES** - Resident may not sub-let apartment or assign this lease.
16. **INDEMNIFICATION** - Resident releases Owner from liability for and agrees to indemnify Owner against all losses incurred by Owner as a result of (a) Resident's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about apartment or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirement imposed by any governmental authority; and (d) any judgment, lien or other encumbrances filed against the apartment as a result of Resident's action.
17. **PETS** - No animals, birds, or pets of any kind shall be permitted in apartment, without written

permission of Owner.

18. **FAILURE OF OWNER TO ACT** - Failure of Owner to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation.
19. **NOTICES** - Any notice required by this Agreement shall be in writing and shall be deemed to be given if delivered personally or mailed in the United States mail to the apartment leased herein (in case of Resident) or to Owner's office on the project (in the case of Owner).
20. **REPAIRS** - Owner shall make necessary repairs to apartment with reasonable promptness after receipt of written notice from Resident. If any damage, beyond normal wear and tear, is caused by Resident or his guest, Resident agrees to reimburse the cost of repair. Such charges shall be due no later than fifteen (15) days following the date on which Resident is furnished a statement of costs of such repairs. Resident may not remodel or structurally change the apartment or remove any fixture therefrom.
21. **ABANDONMENT** - If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Owner all monies due, the apartment may be considered abandoned, and Owner shall have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this Agreement. Any such property shall be considered Owner's property and title thereto shall vest in Owner. Resident must notify Owner when resident will be gone from the premises for more than seven (7) days.
22. **MORTGAGEE'S RIGHTS** - Resident's rights under this lease at all times shall be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed by the Owner thereof on the premises of which the apartment is a part; if requested, Resident shall execute promptly any certificate the Owner may request to specifically implement the subordination of this paragraph.
23. **RULES AND REGULATIONS** - Resident agrees to comply with the Rules and Regulations set by Owner for the operations of the project as a whole. A copy of the rules currently in effect are attached hereto and made a part hereof and by his signature hereon, Resident acknowledges receipt of a copy of said Rules. Resident further acknowledges that these Rules are subject to modification from time to time. Owner retains the right to set rules governing the hours and use of the recreational facilities (including, but not limited to, swimming pool, club house and play areas) which are a part of the project including the demised premises. Owner may, at its option, suspend use of any or all of such recreational facilities.
24. **ENTIRE AGREEMENT** - This Agreement and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding.
25. **RESIDENT'S REPRESENTATION** - In order to secure this rental Agreement, the Resident represents that he is of good moral character and is not engaged in any illegal or immoral

business, on or off the premises, and shall not engage, during the term of this rental Agreement, any illegal or immoral business. The untruth of said representation, now or at any time during the term of this rental Agreement, shall be a breach of this rental Agreement.

26. **UTILITIES** - Resident will use utilities supplied by Owner only for ordinary household appliances and household uses unless written permission is obtained in advance from Owner. Resident is responsible for contacting the proper utility companies providing service and must maintain service during the tenure of the lease.

27. **SPECIAL STIPULATIONS** - The following stipulations shall control in the event of conflict with any of the foregoing:

The Resident will be responsible for the following utilities: electric, gas, cable, telephone.

The Owner/Property will be responsible to provide the following: water, sewer, trash removal, refrigerator and stove.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year first above written.

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Owner/Designated Representative Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date