

**RENTAL AGREEMENT**

**Address** \_\_\_\_\_

**Address** \_\_\_\_\_

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_

\_\_\_\_\_, herein called "Landlord," and \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of \_\_\_\_\_, State of \_\_\_\_\_, described as follows: \_\_\_\_\_,

Commencing on the 1st day of \_\_\_\_\_ and monthly thereafter until the \_\_\_th day of \_\_\_\_\_, at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. Rent

Tenant agrees to pay Landlord as base rent the sum of \$ \_\_\_\_\_ per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M. If the rent has not been received by 9:00 A.M. on the second of the month, then a seven - (7) day notice will be posted.

2. Payment of Rent

Monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Time is of the essence and no excuses will be accepted. Rent shall be made payable to \_\_\_\_\_ and hand delivered (or sent by mail at Tenant's risk) to Landlord at \_\_\_\_\_. Any rents lost in the mail will be treated as if unpaid until received by Landlord. All tenants will contribute equally in the payment of rent and only one single payment will be accepted. If any tenant withdraws from the lease, for any reason, the remaining tenants will be responsible for making up the difference in rent.

3. Additions to Rent for Payment of Certain Utilities

Tenant will add an additional \$75 to rent each month to pay for water and sewer service. At the end of this agreement, landlord will compare the actual billed amounts with the sum of these monthly payments. If the Tenant overpaid, Landlord will reimburse Tenant for the amount overpaid. If a shortage exists, Tenant shall pay for the shortage amount. All other utilities will be paid for directly by Tenant.

4. Appliances

The house is rented with the following appliances: Refrigerator and Stove. Other appliances may be included in the rental property that are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances other than the refrigerator and stove. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of Tenant. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted.

5. Rental Collection Charge

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 1st of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to twenty-five dollars (\$25) each week the rent is late. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment.

6. Bad-Check Servicing Charge

In the event Tenant's check is dishonored and returned of any reason to Landlord, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees, if check is not paid prior to the first of the month. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

7. Use

The Tenant agrees to use the premises only as a residence for self, and those persons identified below.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

By no means may Tenant allow any additional persons to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

8. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

9. Non-assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

10. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

11. Attorney's Cost

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

12. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional, or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than \$50 unless the Tenant is given written authorization to make repairs or improvements in advance. The Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

### 13. Occupancy

Tenant to Maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

### 14. Security Deposit

The Tenant has deposited with, and the Landlord acknowledges receipt of, \$ ~~xxx~~ as a Security Deposit. This Security Deposit is to guarantee the return of the Premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant unfulfilled at the termination of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Tenant's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Tenant as and for payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss. The Landlord shall return the balance of said Security Deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this contract according to other terms herein agreed. The deposit will be returned within thirty (30) days after the Tenant vacates the Premises, along with an itemized statement as to the deductions, if any, from said Security Deposit. The Security Deposit must be paid in full prior to Tenants moving into building.

### 15. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum \$250 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$250 cleaning fee.

#### 16. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

#### 17. Tenant Cooperation

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

#### 18. Removal of Landlord's Property

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

#### 19. Tenant Insurance

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured thereunder. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

#### 20. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

#### 21. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

#### 22. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

### 23. Inventory and Inspection Record

An Inventory and Inspection Record has been provided for the Tenant's use. Only after this has been filled out (within the three-day time limit) will the Owner take any action to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

### 24. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

### 25. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

### 26. Maintenance of Lawns

The Tenant acknowledges that they are responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect.

### 27. Vehicle Policy

The Tenant agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational vehicle on the premises and to park only automobiles only on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at Tenant expense. Tenant agrees to pay for any fines resulting from a summons issued to Landlord resulting from improper parking. Tenant will be charged a three-hundred-fifty dollar \$350 court charge along with the cost of all other fines, if the Landlord is required to go to court.

The Tenant must follow rules and laws of the city Parking Department concerning parking. Tenant must obtain all necessary parking permits and information for himself and guests. Landlord is not responsible

for tenant's parking needs. Off street parking is not provided by landlord, unless otherwise noted in this agreement.

#### 28. Utilities

Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. (See section 3 for details on payment of certain utilities).

#### 29. Roof and Termite Alert

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

#### 30. Non-Liability

The Tenant hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Tenant is qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenant further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant capacity, they are urged to arrange for professional help.

#### 31. Disclosure of Landlord Agent

The Owner, \_\_\_\_\_ may be represented at various times by his employees or agents, who will carry identification. Owner's address is: \_\_\_\_\_.

#### 32. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

#### 33. Phone

The tenant agrees to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within two working days of installation and will be notified within two working days of any future changes in the phone number.

#### 34. Access To Premises

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

#### 35. Pest-Control Policy

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on the premises.

37. City, County, or State Violations

Tenant is responsible for paying all violation fees issued against the house by the city, county or state for non-compliance to city, county or state laws. If the landlord is required to appear in court, tenant shall pay an additional \$350 fee to compensate landlord for his time.

Note: The City, Department of Inspections completes random neighborhood inspections each season. They FREQUENTLY issue violations for such items as “leaving garbage at curb on non-collection day”, “did not shovel snow within 24 hours of snow storm”.

38. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

39. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

40. Terms

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

41. Full Disclosure

The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Accepted this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
, Landlord

\_\_\_\_\_  
, Tenant

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, Tenant

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