

REAL ESTATE LEASE – RESIDENTIAL (Long Form)

TABLE OF CONTENTS

IDENTIFICATION OF THE PARTIES

RECITALS

OBJECT

1. Premises
2. Term
3. Lease renewal

CONSIDERATION

4. Lease payments
5. Late payments
6. Non-sufficient funds
7. Security deposit

SPECIAL PROVISION

8. Possession
9. Number of occupants
10. Assignability/subletting
11. Use of premises/absences
12. Property insurance
13. Destruction or condemnation of premises
14. Tenant responsibilities:
15. Smoke free residence
16. Pets
17. Parking
18. Storage
19. Mowing and shoveling
20. Trash:
21. Dangerous materials
22. Compliance with regulations
23. Noise and nuisance
24. Utilities and services

25. Remodeling or structural improvements
26. Maintenance
27. Access by landlord to premises
28. To let sign
29. Real estate taxes
30. Habitability
31. Inspection at end of lease term
32. Defaults
33. Remedies for tenant default
34. Remedies for landlord default
35. Dispute resolution .
36. Holdover
37. Indemnity regarding use of premises
38. Duty to mitigate:
39. Additional rules and regulations

GENERAL PROVISIONS

40. Notice
41. Cumulative rights
42. Governing law
43. Entire agreement/amendment
44. Severability
45. Waiver
46. Binding effect
47. Attorneys' fees
48. Descriptive headings

SIGNATURES AND EFFECTIVE DATE

- Exhibit –1 : Inspection checklist
Exhibit –2 : Disclosure of information on lead-based paint or lead-based paint hazards
Exhibit –3 : Other rules

REAL ESTATE LEASE - RESIDENTIAL

DRAFT

IDENTIFICATION OF THE PARTIES

This Lease Agreement (this "Lease") dated _____, is made By and Between

BETWEEN	AND
Landlord' Name:	Tenant's Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
(Hereinafter referred to as the "Landlord")	(Hereinafter referred to as the "Tenant")

(the Landlord and the Tenant hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized representatives.

RECITALS :

WHEREAS Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises for good and valuable consideration;
WHEREAS the Parties wish to confirm their agreement in writing;
WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

OBJECT:

- PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the "Premises" to be occupied as a smoke-free residence located at _____, _____, in the County of _____, State of _____.
- TERM.** The lease term will begin on _____ and will terminate on _____.

Landlord _____ Tenant _____

3. **LEASE RENEWAL.** Landlord is not required to renew this Lease at the end of the Lease Term. After providing Tenant with the terms of a new lease for a term commencing after the end of the Lease Term specified herein, Landlord may ask Tenant to sign an Option to Lease at any time. Landlord may not ask or require Tenant to sign an option or a lease renewal before providing Tenant with the terms of the new lease. Landlord agrees not to require Tenant to sign an option or a renewal, and not to show the Lease Premises to prospective tenants, until at least the first three (3) months of the Lease Term have passed.

CONSIDERATIONS:

4. **LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$_____, payable in advance on the first day of each month. Lease payments shall be made to Landlord at _____ which may be changed from time to time by Landlord.
5. **LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.
6. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.
7. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$_____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

SPECIAL PROVISIONS

8. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove his/her goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
9. **NUMBER OF OCCUPANTS.** No more than _____ person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.
10. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.
11. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises no later than the first day of the extended absence.
12. **PROPERTY INSURANCE.** Tenant shall maintain renter's insurance in an amount sufficient to insure the full value of the property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

13. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$ _____, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$ _____ or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

14. **TENANT RESPONSIBILITIES:**

- i. No water beds are allowed. Furniture will not be moved to basement or porch.
- ii. All repairs caused by negligence of the tenants(s) such as stopped-up sewers, sinks, toilets, or broken windows, shall be repaired at the expense the tenant. Any costs incurred by the landlord for such reasons shall be collectible on the same basis as rent.
- iii. Cost of replacement of locks due to the loss of keys will be assumed by the tenant.
- iv. Light bulbs shall be replaced as needed and will remain in the property when the tenant vacates.
- v. Tenant must inform landlord promptly in writing when repairs to structure due to natural causes become necessary. Failure will cause tenant to share in expenses incurred to correct problem.
- vi. Tenant will not duplicate any keys without consent of landlord.
- vii. If the premises are going to be vacated for an extended period of time over winter months, tenant will shut off main water valve and maintain heat at a minimum of 60°F.

15. **SMOKEFREE RESIDENCE.** Tenant shall prohibit smoking by his/her household members or guests while on the premises. It is the tenant's responsibility to inform his/her guests of the no-smoking portion of this lease. Smoking by the tenant, members of his/her household, or his/her guests while on the premises is a violation of this lease. Due to the increased costs in cleaning the premises, the higher risk of fire, and the danger to the health of other occupants of the building, violation of this provision will result in an additional rent due at the rate of \$50 per month which may be assessed at the end of the lease term or at any time landlord discovers such a violation of this lease. This does not preclude landlord from taking any other legal action, including among other things, eviction proceedings. Landlord shall post no smoking signs at entrances and exits, common areas, hallways, etc., and enforce compliance with the State's Clean Indoor Air Act.

16. **PETS.** Pets shall not be allowed without the prior written consent of the Landlord.

Alternatively:

EXHIBIT -1 : INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

Tenant:

Signature

Date

Acknowledged by Landlord:
