

The following form is provided courtesy of

Screen Your Tenants *FAST*



The Most Comprehensive Tenant Screening Service for Landlords and Agents

Registration is Free and No Paperwork is Required

It's time to get serious!

Visit RealSerious.com or Call 800-599-2192

Residential Lease Agreement

AGREEMENT TO LEASE

This agreement is entered into between _____, of _____, _____ County, _____, referred to as "lessor," and _____, of _____, _____ County, _____, referred to as "lessee."

RECITALS

- A. Lessor is the owner and/or manager of real property that is available for lease.
- B. Lessee desires to lease residential property to occupy and use as their residence.
- C. The parties desire to establish an agreement to ensure a future lease of the residential property described in this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION I - SUBJECT OF LEASE

Lessor shall lease to prospective lessee the residential property owned by prospective lessor located at _____, _____, _____ County, _____, for lessee and their family to occupy and use as their residence.

SECTION II - TERM OF LEASE

The premises shall be leased to lessee for a period of _____ starting from _____. Any option to renew, extend or modify this lease shall require the approval of both the lessee and lessor.

SECTION III - MONTHLY RENTAL

Lessee shall pay \$ _____ per month as the monthly rental for the term of the lease with the first payment due on or before _____, and subsequent payments on the ____ day of each succeeding month. This rental payment shall be subject to renegotiation by the parties at any time either of the parties exercises the option to renew the lease under the provisions of any subsequent lease agreement. It is agreed that if the rental payment is not received by the ____ day of the month, then a late fee of _____ shall be assessed and due immediately. Additional terms: _____

SECTION IV - SECURITY DEPOSIT

On the execution of this lease, lessee deposits with lessor \$ _____, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease agreement, to be returned to lessee, without interest (unless required by law), on the full and faithful performance by lessee of the provisions of this residential lease agreement.

SECTION V - NUMBER OF OCCUPANTS

Lessee agrees that the leased apartment shall be occupied by no more than ____ adults and ____ children under the age of 18 years without the prior, express, and written consent of lessor.

SECTION VI - ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of lessor, lessee shall not assign this lease, or sublet the premises or any part of the premises. A consent by lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

SECTION VII - SHOWING PROPERTY FOR RENTAL

Lessee grants permission to lessor to show the property to new rental applicants with reasonable advance notice and during reasonable hours of the day, within 30 days of the expiration of the term of this lease.

SECTION VIII - ENTRY FOR INSPECTION, REPAIRS AND ALTERATIONS

Lessor shall have the right to enter the leased premises with reasonable advance notice for inspection and whenever necessary to make repairs and alterations of the property.

SECTION IX - REDECORATION AND ALTERATIONS

It is agreed that lessee will not make or permit to be made any alterations, additions, improvements, or changes in the leased property without in each case first obtaining the written consent of lessor. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the leased property by lessee, with the exception of fixtures removable without damage to the apartment and movable personal property, shall, unless otherwise provided by written agreement between lessor and lessee, be the property of lessor and remain in the leased apartment at the expiration or earlier termination of this lease.

SECTION X - TAXES AND UTILITIES

A. Prospective lessor shall be liable for the payment of all real property taxes assessed against the residential premises as well as the following:

B. Prospective lessee shall be liable for all personal property taxes as well as the following:

SECTION XI - MAINTENANCE/REPAIRS

A. Prospective lessor shall be responsible for the following types of maintenance or repairs on the premises:

B. Prospective lessee shall be responsible for the following types of maintenance or repairs on the premises:

SECTION XII - ANIMALS

Lessee shall keep no domestic or other animals in or about the property or on the property premises without the prior, express, and written consent of lessor.

SECTION XIII - WASTE, NUISANCE OR UNLAWFUL USE

Lessee agrees that they will not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner.

SECTION XIV - LESSEE'S HOLDING OVER

The parties agree that any holding over by lessee under this lease, without lessor's written consent, shall be a tenancy at will which may be terminated by lessor on 30 days' notice in writing.

SECTION XV - REDELIVERY OF PREMISES

At the end of the term of this lease, lessee shall quit and deliver up the premises to lessor in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted.

SECTION XVI - DEFAULT

If lessee defaults in the payment of rent or any part of the rent at the times specified above, or if lessee defaults in the performance of or compliance with any other term or condition of this lease agreement *[or of the regulations attached to and made a part of this lease agreement, which regulations shall be subject to occasional amendment or addition by lessor]*, the lease, at the option of lessor, shall terminate and be forfeited, and lessor may reenter the premises and retake possession and recover damages, including costs and attorney fees. Lessee shall be given 30 days *[written]* notice of any default or breach. Termination and forfeiture of the lease shall not result if, within 15 days of receipt of such notice, lessee has corrected the default or breach or has taken action reasonably likely to effect correction within a reasonable time.

SECTION XVII - DESTRUCTION OF PREMISES AND EMINENT DOMAIN

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of lessee, or if the leased premises are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this lease agreement. The rental shall then be accounted for between lessor and lessee up to the time of such injury or destruction or taking of the premises, lessee paying up to such date and lessor refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of lessee, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to lessor.

SECTION XVIII - DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION

In the event possession cannot be delivered to lessee on commencement of the lease term, through no fault of lessor or lessor's agents, there shall be no liability on lessor or lessor's agents, but the rental provided in this lease agreement shall abate until possession is given. Lessor or lessor's agents shall have 30 days in which to give possession, and if possession is tendered within that time, lessee agrees to accept the leased premises and this lease agreement. In the event possession cannot be delivered within that time, through no fault of lessor or lessor's agents, then this lease and all rights under this lease agreement shall be at an end.

SECTION XIX - BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease agreement, and all covenants are to be construed as conditions of this lease.

SECTION XX - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

SECTION XXI - ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION XXII - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION XXIII - MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION XXIV - PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness of the above, each party to this agreement has caused it to be executed on the date indicated below.

Signature of lessor: _____

Date: _____

Signature of lessee: _____

Date: _____

Signature of lessee: _____

Date: _____