

# LEASE

**THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

## 1. NAMES OF LANDLORD AND TENANT

Name of the **Landlord**: \_\_\_\_\_

Name(s) of the **Tenant(s)**: \_\_\_\_\_

## 2. LEASED PROPERTY

The *leased property* is the place that LANDLORD agrees to lease to TENANT(S). The leased property is:

\_\_\_\_\_

## 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on \_\_\_\_\_ at \_\_\_\_\_.

This lease ends on \_\_\_\_\_ at \_\_\_\_\_.

## 4. RENT

The amount of rent is: \$ \_\_\_\_\_ for the lease term, payable monthly in twelve equal installments of \$ \_\_\_\_\_ each.

Tenant agrees to pay the monthly installments in advance on or before the \_\_\_\_ day of each month. Landlord does not have to ask (*MAKE DEMAND UPON*) tenant to pay the rent. Tenant agrees to pay rent by first class mail postage prepaid or in person to landlord at the place specified by landlord.

## 5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$ \_\_\_\_\_

Tenant agrees to pay the security deposit to landlord before the lease starts and before landlord gives possession of the leased property to tenant.

Landlord can take money from the security deposit to pay for any damages caused by tenant, tenant's family and tenant's guests. Landlord may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, landlord agrees to send to tenant any security deposit money left over. Landlord will send the remaining security deposit

money to tenant no later than 30 days after the lease ends and tenant leaves. Landlord also agrees to send to tenant a written list of damages and amounts of money taken from the security deposit.

Tenant agrees to give landlord a written forwarding address when tenant leaves and the lease ends.

Tenant may not use the security deposit as payment of the last month's rent.

## 6. LEASE TYPE

- \_\_\_\_\_ This is a JOINT AND SEVERAL LEASE
- \_\_\_\_\_ This is not a joint and several lease and is an INDIVIDUAL LEASE
- \_\_\_\_\_ This is a JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY

If this is a JOINT AND SEVERAL LEASE, it means that all the tenants as a group and each tenant as an individual are responsible to landlord for all of the agreements of this lease. For example, if the rent is not paid, landlord can sue all of the tenants (jointly) for any unpaid rent. Or, landlord can bring a suit against any one tenant separately (severally) for all of the unpaid rent.

If this is an INDIVIDUAL LEASE, it means the landlord can only sue one tenant for that tenant's violation of the lease.

If this is a JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY, it means that:

1. each tenant is responsible for his or her own rent obligation;
- AND**
2. each tenant is **not** responsible for the rent obligations of other tenants within the leased property;
- AND**
3. all of the tenants as a group and each tenant as an individual are responsible to landlord for all other agreements of this lease.

## 7. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give tenant possession of the leased property on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased property because the prior Tenant is still in the leased property or the leased property is damaged. ***IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PROPERTY TO TENANT.***

## **8. DAMAGE TO LEASED PROPERTY**

Tenant agrees to notify landlord immediately if the leased property is damaged by fire or any other cause. Tenant agrees to notify landlord if there is any condition in the leased property that *could* damage the leased property or harm tenant or others. If tenant cannot live in the whole leased property because it is damaged or destroyed, tenant may:

1. live in the undamaged part of the leased property and pay less rent until the leased property is repaired.

**OR**

2. end the lease and leave the leased property.

Tenant agrees that if the leased property is damaged or destroyed and tenant ends the lease, landlord has no further responsibility to tenant.

## **9. INSURANCE**

Landlord agrees to have insurance on the building where the leased property is located. Tenant's own property is **not** insured by landlord's insurance. Tenant is responsible for tenant's own property that is located in the leased property.

## **10. TRANSFERS BY TENANT**

Tenant agrees not to transfer this lease to anyone else without the written permission of landlord.

Tenant agrees not to lease all or any part of the leased property to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease or leases all or a part of the leased property to another, tenant has broken this lease.

## **11. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

Landlord is responsible for all damage to property or injury to people that is the fault of landlord or people employed by landlord at the leased property. Tenant is responsible for all damage to the leased property and injury to people caused by tenant, tenant's family or guests.

Tenant agrees that landlord is not responsible to tenant, tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased property unless landlord was at fault.

## **12. USE OF LEASED PROPERTY**

Tenant agrees to use the leased property only as a residence. Tenant agrees to obey all federal, state and local laws and regulations when using the leased property.

Tenant agrees not to store any flammable or dangerous things in or around the leased property.

Tenant agrees not to do anything in or around the leased property which could harm anyone or damage any property.

Tenant agrees that tenant will not allow more than 2 people to live in the leased property without the written permission of landlord.

### **13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY**

Tenant agrees that landlord has the right to put a mortgage on the leased property. If landlord has a mortgage on the leased property now, or if landlord gets a mortgage later, tenant agrees that this lease is subordinate to the mortgage that the landlord has put on the leased property.

### **14. GOVERNMENTAL TAKING OF LEASED PREMISES**

The right of the government to take private property for public use is called eminent domain. If the government takes property by eminent domain, it must pay fair compensation to anyone who has any right in that property. If all or any part of the leased premises is taken by eminent domain, this lease will end. Landlord and tenant agree to release each other from any responsibility that may arise because leased premises is taken by eminent domain.

### **15. CARE OF LEASED PROPERTY**

Tenant is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. Tenant agrees to pay for any damage which is the fault of tenant, tenant's family and tenant's guests. Tenant agrees to move out and give back the leased property to landlord when the lease ends.

### **16. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

Tenant agrees that landlord and people working for landlord can enter the leased property to inspect, make repairs, do maintenance and show the leased property to others. Landlord's entry must be at reasonable times, with reasonable notice to tenant. In the case of emergency, where damage to the property is imminent, landlord is not required to give notice before entering.

### **17. UTILITY SERVICES**

Landlord has the right to turn off service to the leased property in order to make repairs or to do maintenance.

Landlord and tenant agree to pay for the charges for utilities and services supplied to the leased property as follows:

Charge or Service	Paid by Tenant	Paid by Landlord
Internet		
Television Cable		
Electric		
Water		
Sewer		
Natural Gas		
Refuse Collection		
Lawn Maintenance		
Snow and Leaf Removal		
Water Softener Charges		
Parking		
Pest Control		
Other:		

**18. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE**

**What it means to break the lease**

When a tenant does not do something that tenant has agreed to do, tenant breaks this lease.

Tenant breaks this lease if tenant:

- 1) Does not pay rent or other charges to landlord on time
- 2) Leaves the leased property for good without the landlord’s permission before the end of the lease

- 3) Does not leave the leased property at the end of the lease
- 4) Does not do all of the things that tenant agreed to do in this lease

### **Waiver of Notice to Quit**

If tenant breaks the lease, each tenant agrees to give up the right to have a NOTICE TO LEAVE, also known as a NOTICE TO QUIT. This means that the landlord may file a lawsuit in court asking for a court order evicting each tenant from the leased property without giving each tenant NOTICE TO QUIT first. Landlord does not have the right to throw tenant out of the leased property. The landlord can only evict tenant by court action.

The landlord does **not** have the right to sue in court for eviction unless a tenant has broken the agreements in this lease. Even though each tenant is giving up NOTICE TO QUIT, each tenant will have a chance in court to have a judge decide on landlord's claim for eviction.

### **What the Landlord May Do If Tenant Breaks the Lease**

If tenant breaks this lease, tenant may lose tenant's security deposit. If tenant breaks this lease, landlord also can sue tenant for other expenses and may go to court to remove tenant from the leased property.

If a tenant breaks the lease agreement, the landlord may sue each tenant in court:

- 1) To collect overdue rent, late charges and money damages caused by tenant's breaking the agreements in the lease.
- 2) To get the leased property back (eviction).
- 3) To collect for unpaid rent until the end of the lease or until another person moves into the leased property as a new tenant.

If landlord wins a lawsuit against tenant, landlord can use the court process to take tenant's personal goods, furniture, motor vehicles and money in banks.

Tenant agrees that landlord may receive reasonable attorney's fees as part of a court ruling in a lawsuit against tenant for breaking the agreements of this lease.

***BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.***

DATE: \_\_\_\_\_ LANDLORD: \_\_\_\_\_

DATE: \_\_\_\_\_ TENANT(S): \_\_\_\_\_