

**LEASE**

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between \_\_\_\_\_ (hereinafter called "Tenant") and \_\_\_\_\_ (hereinafter called "Owner").

**Leased Premises:** The Leased premises are located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and commonly described as \_\_\_\_\_, Unit number \_\_\_\_ (if any), together with the inventory of furniture, if any, and appliances attached hereto ("Premises") for use as a private residence only. If anyone else has guaranteed performance of this Lease Agreement, a separate Guaranty of Lease is attached.

1. **Term:** The term of this agreement shall be for a term of \_\_\_\_\_, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and ending at midnight the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_. This Lease Agreement will automatically renew month-to-month unless either party gives at least thirty (30) days written notice of termination or intent to vacate as required by paragraph 14.

2. **Monthly Rent:**

Base Rent: \$ \_\_\_\_\_  
Furniture: \_\_\_\_\_  
Refrigerator: \_\_\_\_\_  
Cable: \_\_\_\_\_  
Washer/Dryer: \_\_\_\_\_  
Carport/Garage: \_\_\_\_\_  
Other: \_\_\_\_\_  
Total Monthly Rent: \$ \_\_\_\_\_

**Parking Space Assignment (if any):** Space No. \_\_\_\_\_ (see paragraph 11).

**A. Payment of Rent.** Tenant agrees to pay rent to Owner in advance and without demand, at the office of the Owner or his/her designated agent, or at such other place as may be designated by Owner, as follows:

\$ \_\_\_\_\_ for the period \_\_\_\_\_ through \_\_\_\_\_ (first full month).

\$ \_\_\_\_\_ for the period \_\_\_\_\_ through \_\_\_\_\_ (second month prorated) payable on \_\_\_\_\_.

\$ \_\_\_\_\_ commencing on the first day of the month of \_\_\_\_\_ and thereafter on the first day of each succeeding month. For calculation and proration of rent, each calendar month is a 30-day period.

**B. Late Payment.** If the rent is not paid in full by the THIRD (3<sup>rd</sup>) day of any calendar month, a late charge of \$ \_\_\_\_\_ per day shall be immediately due and payable, with a maximum charge of \$ \_\_\_\_\_. If the THIRD (3<sup>rd</sup>) day of any calendar month falls on a Sunday or federal legal holiday, then the rent is late if not paid in full on the next business day. Further, if the rent is paid by a check or other financial instrument returned by the financial institution for any reason, in addition to the late charge set forth above, a returned check charge shall also be due and payable in the sum of \$ \_\_\_\_\_. Tenant agrees that the combination of late charges and returned check charges provided for by this paragraph is a reasonable estimate of Owner's bank charges, administrative fees, loss of use of the rent due, and other damages which could otherwise be difficult or impractical to ascertain. All payments received after the tenth (10<sup>th</sup>) of the month must be in the form of cashier's check or money order.

**C. Method and Allocation of Payments Received.** All monies paid will be applied first to any previous balance due on Tenant's account, including rent, late charges, returned check charges, and damages; and secondly, to current rent. No cash will be accepted. All checks must be from Tenant of record named in the lease. No third party checks will be accepted unless approved by the Owner in advance. All personal checks will be run through Tenant's bank one time only. If Tenant has had two returned checks, or in the event of a Three Day Notice to Pay Rent or Quit, Tenant agrees that payment must be made in the form of cashier's check or money order only.

**3. Security Deposit.**

- A. Tenant agrees to deposit with Owner, prior to taking possession of Premises, the additional sum of \$ \_\_\_\_\_ as security to be held by Owner for the faithful performance by Tenant of each and every provision of this Lease, which security Tenant hereby authorizes Owner to use for any one or more of the following purposes:
  - (1) For payment of delinquent rent;
  - (2) For repair of damages to the Premises, including furnishings and appliances, caused by Tenant exclusive of ordinary wear and tear;
  - (3) For cleaning the Premises, if necessary, upon termination of the tenancy;
  - (4) For payment of any liquidated damages resulting from late rental payment and/or returned checks;
  - (5) For locks and keys in the event keys are not returned upon termination of the tenancy.
  - (6) If Tenant vacates or abandons the premises prior to the end of the Term, for daily rent equal to 1/30th of the Total Monthly Rent for each day rent is unpaid until the end of the Term or until Owner re-rents the premises, whichever event occurs first.
- B. Within \_\_\_\_ days after Tenant vacates the premises, Owner will furnish Tenant with an itemized statement of the amount of the security received, and the basis for and disposition of such security, and shall return any remaining portion of such security to Tenant. Owner shall bill Tenant for amounts expended which result in a deficiency in Tenant's security deposit, which deficiency Tenant agrees to pay Owner upon receipt of such deficiency statement. Interest will not be paid on the security deposit unless required by law.
- C. Security deposit refund checks will be made payable jointly to all parties to the original Lease Agreement. Owner must have a written notice signed by the party vacating the apartment if he/she wishes to release his/her interest in the security deposit or transfer that interest to another party. Security Deposits are not refunded until all parties have vacated the apartment.
- D. Tenant has conducted a walk-through inspection of the Premises and has or will execute a Move-in, Move-out Inspection Checklist. The absence of an entry shall signify that the item was in a good, clean, complete, undamaged, and working condition. Tenant agrees that he/she shall not enter into possession of the Premises unless they are tenantable. Tenant taking possession of the Premises shall be conclusive evidence that the Premises were tenantable. On move-out, the Premises shall be surrendered to Owner in a clean and good condition. Upon termination of this tenancy, the Move-in, Move-out Inspection Checklist will be used upon move-out and shall be executed by both parties when possible, but at the discretion of the Owner. The absence of an entry on said Move-in, Move-out Inspection Checklist upon move-out shall signify that the item was in a good, clean, complete, undamaged, and working condition.
- E. Tenant shall not use the security deposit to pay all or any portion of a month's rent.

**4. Occupants.** The Premises shall be occupied only by the following named person(s):

Name	Name
Birth Date (if a minor)	Birth Date (if a minor)
Name	Name
Birth Date (if a minor)	Birth Date (if a minor)

Name	Birth Date (if a minor)	Name	Birth Date (if a minor)
Name	Birth Date (if a minor)	Name	Birth Date (if a minor)

No one else may occupy the Premises. Tenant agrees that it shall be a material violation of this Lease Agreement if a guest or invitee occupies the Premises for: 1) a period of seven (7) consecutive days or more; or 2) any portion of thirty (30) days or more within any given ninety (90) day period, without obtaining the advance written consent of the Owner.

5. **Use of Premises.** The Premises shall be used solely by Tenant for residential purposes and shall be occupied only by the number of occupants provided in this Lease Agreement.
  
6. **Animals or Pets.** Tenant and such others for whom Tenant is responsible shall not keep or maintain any animal in or about the Premises without first obtaining Owner’s written consent. If approved, an Animal Agreement shall become an integral part of this Lease when executed by Owner and Tenant.
  
7. **Conduct.** Tenant covenants and warrants to Owner as follows:
  - A. **Quiet Conduct:** The conduct of Tenant and such others for whom Tenant is responsible shall not, in any manner, disturb the quiet enjoyment of other Tenants, invitees, or visitors, in or near where the Premises are located, including the common areas and any or all recreational facilities.
  - B. **Damage:** The conduct of Tenant and such others for whom Tenant is responsible shall not result in or cause destruction or damage to the Premises, or any part thereof including, but not limited to any and all recreational facilities and recreation equipment, or the property of other Tenants, their invitees, and visitors.
  - C. **Nuisance, Property Damage, and Waste:** Tenant and such others for whom Tenant is responsible shall not maintain, commit, or permit the maintenance or commission of a nuisance, and shall not commit or permit property damage or waste, upon the Premises or any part thereof. Further, Tenant shall not violate any criminal or civil law, ordinance, or statute in the use and occupancy of the Premises.
  
8. **Alterations and Repairs.**
  - A. **Alterations:** Except as provided by law, no repairs, decorating, or alterations shall be done by Tenant without Owner’s prior written consent. Tenant shall notify Owner in writing of any repairs or alterations contemplated. Decorations include but are not limited to painting, wallpapering, hanging of murals or posters. Tenant shall hold Owner harmless as to any mechanic’s lien recordation or proceeding caused by Tenant.
  - B. **Repairs:** Tenant shall keep and maintain the Premises and every part thereof in good and sanitary condition. Tenant agrees to pay for any repairs of the Premises due to Tenant’s negligence. Tenant shall immediately notify Owner, in writing, should any plumbing, electrical, mechanical, or other equipment or part of the Premises become damaged, faulty, or in disrepair. Further, Tenant shall immediately notify Owner, in writing, when Tenant becomes aware of an inoperable lock or window security. Owner is not liable for a violation of this section unless Owner fails to correct a violation within a reasonable time after Owner or agent has actual knowledge of the deficiency or receives notice of any inoperable lock or window security deficiency.
  
9. **Utilities.**
  - A. Tenant shall pay for all utilities, services, charges, fees, and related deposits, if any, made payable by or predicated upon occupancy of Tenant. Owner will only pay for \_\_\_\_\_.  
 Tenant shall comply with any Owner rules or any city, municipal, county, state, and special district rules,

regulations, ordinances, or statutes now in force or which may be subsequently adopted or enacted relating to the use and conservation of all utilities, including water. Owner may enter the Premises for the purpose of installing and ensuring the proper use of any water conservation devices. Such devices include, but are not limited to, flow restrictions and toilet water displacement equipment required by any regulatory authority or in Owner's opinion, necessary for the conservation of water. Tenant understands that the utility or billing provider will issue the utility bills. Utility bills are issued separately from rent bills and are to be paid directly to the utility provider. Owner shall make reasonable arrangements to establish the water and sewer account with the billing provider. Thereafter, Tenant shall be solely responsible for maintaining and paying for the account with the water and sewer billing provider.

- B. If any utilities are submetered for the Premises, or prorated by an allocation formula, an addendum will be attached to this Lease Agreement in compliance with state agency rules or local ordinance.
- C. Notwithstanding anything to the contrary contained in the Lease, Owner shall not be required to furnish utilities and/or water to the Premises unless the same shall be made regularly available to the Owner. The furnishing of utilities and/or water shall not be a condition precedent to Tenant's performance of any of its obligations. Owner shall not be liable for damages resulting from the interruption of any utility services provided to the Premises, including, but not limited to, power outages, or Owner shut-off for purpose of repair.
- D. Tenant must pay all utility bills in accordance with his/her agreement with the utility provider. Failure to pay any utility is a material and substantial breach of this Lease, and shall entitle Owner to exercise all remedies available under the lease terms. Further, if Tenant fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Tenant has agreed to pay, and Owner is assessed by the utility company for these utility services, then Owner may, but is not required to, pay these utility assessments to such utility company and subtract any amounts from Tenant's security deposit. In the event that a penalty, premium, excess use charge, or other charge based upon or intended to mitigate against excess use is imposed in connection with the use of utilities and/or water by the project in which the Premises are located, Tenant shall pay his/her pro rata share thereof as additional rent. If such penalty or charge is not separately stated for the apartment occupied by Tenant, then it shall be prorated in proportion to the square footage the Premises bears to the entire square footage of all apartments in the project during the period for which it is imposed. Owner shall notify Tenant in writing of such amount, and Tenant shall pay said amount at the time the next installment of rent is due.
- E. Owner has advised Tenant of the current utility company selected by Owner to provide electricity and gas service for the community and its apartments. Notwithstanding the foregoing, if permitted by law, Owner shall have the right at any time, and from time to time during the lease term, to either contract for service from a different company providing electricity or gas service, or to continue to contract with the current utility company for the community's common areas and its apartments.
- F. (1) Owner shall not be liable or responsible for any loss, damage, or expense Tenant may sustain or incur by reason of any change, interference, or defect in the supply or character of the gas or electric energy furnished to the community or its apartments, or if the quantity or character of the electric energy supplied by the utility or other utility provider is no longer available or suitable for Owner's requirements.
  - (2) No such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any obligation of the Lease.
  - (3) To the extent Tenant is permitted by law to select a different utility service provider other than the company selected by Owner, Tenant shall:
    - (a) Reimburse Owner for the cost of repairing any and all damage to the apartment and the community common areas caused directly or indirectly by Tenant's utility selection or its equipment. Owner reserves the right to deduct said costs from Tenant's security deposit.
    - (b) Indemnify Owner from any claims, demands, and expenses, including attorney's fees, arising out of or in any manner related to the action or inaction by Tenant's utility provider, including, but not limited to, expenses and/or fines incurred by Owner in the event Tenant's utility provider fails to provide power or provides insufficient power.

10. **Smoke Detector.** The Premises is equipped with a functioning smoke detection device(s). Tenant acknowledges the smoke detection device was tested and its operation explained by Owner or agent at the time of initial occupancy, and the detector was operating at that time. Tenant shall be responsible for testing the device(s) at least once a week to determine if the smoke detector is operating properly. If the detector is battery operated, Tenant further agrees to (a) ensure the battery is in operating condition at all times; (b) replace the battery, as needed (unless otherwise provided by law); and (c) if, after replacing the battery, the smoke detector does not work, inform Owner or agent immediately. Tenant must immediately inform Owner or agent in writing of any defect, malfunction, or failure of any detector. In accordance with law, Tenant shall allow Owner or agent access to the Premises for purposes of inspection and maintenance of the smoke detection device. It is an actionable offense to disconnect or otherwise impair the function of a smoke detection device.
11. **Parking.** Owner does not provide Tenant with an assigned parking space for the Leased Premises, unless otherwise provided on Page 1 of this Lease Agreement. If assigned parking is provided, Tenant is to park in designated space only. Unauthorized vehicles will be towed away immediately. If assigned parking is provided, such parking may be altered, modified, or discontinued by Owner upon five (5) days written notice to Tenant. Owner, at his/her sole option, may adopt a parking arrangement for the Premises that modifies any prior arrangement or deletes assignment of parking spaces. All guests will park on the street. Tenant is responsible for keeping the assigned space, carport, or garage clean. Alcoholic beverages shall not be consumed in the parking area. Working on vehicles in parking spaces or garages is prohibited. Inoperable or abandoned vehicles will be towed away at the Owner's expense. Please refer to the Parking section of the Policies and Rules for further parking rules.
12. **Entry by Owner.**
- A. Tenant agrees that Owner and his/her agents may enter the Premises in case of an emergency, to make necessary or agreed repairs or improvements, or to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Such entry, other than in case of emergency, will be made during normal business hours, unless Tenant otherwise consents at the time of entry.
  - B. Owner must give Tenant twenty-four (24) hours' notice of Owner's intent to enter the Premises during normal business hours, other than in cases of emergency or if it is impractical to do so.
13. **Assignment and Sublease.** No portion of the Premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Tenant shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
14. **Notice of Termination.** Before vacating, Tenant must give Owner advance written notice as provided herein. Tenant's Notice of Intent to Vacate Rental Unit does not release Tenant from liability for the full term of the Lease Agreement or any renewal or extension. Tenant's Notice of Intent to Vacate Rental Unit must be in writing and cannot terminate the Lease Agreement sooner than the end of the original full term, any renewal, or extension. Tenant's verbal notice of intent to vacate will not be accepted and is not valid to terminate this Lease Agreement. If Tenant chooses to vacate upon expiration of the lease, a written 30-day notice shall be required. The lease shall automatically convert to a month-to-month tenancy unless Owner receives from Tenant 30 days' advance written notice of Tenant's intention to vacate. Failure to comply with this provision shall result in Tenant's responsibility for thirty (30) days' rent from when said notice was received by Owner. In the event Tenant tenders to Owner rent for an additional month, Owner's acceptance thereof shall result in this Lease being converted to a month-to-month tenancy, all other terms of the Lease remaining in full force and effect. If this Lease is, or is converted to, a month-to-month term, the Lease may be terminated by Tenant or Owner by giving a 30-day written notice of termination at any time. Owner may serve any notice or demand upon Tenant personally, or by posting a copy at the Premises and mailing a copy thereof by regular mail, postage prepaid, addressed to Tenant at the address of the Premises, or in the event Tenant has provided Owner, in writing, with a forwarding address, to such forwarding address.

Tenant may serve any notice or demand upon Owner or his/her agent personally or by mailing such notice to Owner or his/her agent for the Premises by certified mail, postage prepaid, return receipt requested.

15. **Default/Abandonment.** In event of forfeiture, Owner reserves the right to all rental and other damages as provided by the Lease or by law. A notice or judgment for unlawful detainer declaring a forfeiture of the Lease shall not relieve Tenant from liability. Owner may recover from Tenant the worth at the time of the award of the amount by which the rent then unpaid hereunder for the balance of the Lease Term exceeds the amount of such rental loss for the same period which Tenant proves could be reasonably avoided by Owner.
16. **Non-Responsibility of Owner for Damages.** Owner is not liable for bodily injury to or damage to the personal property of Tenant, members of Tenant's household, or any other Tenants, Tenant's guests, invitees, or licensees, or any other person in or about the Premises, that is caused by or results from latent or patent defects, criminal acts, fire, steam, electricity, gas, water, or the weather; or from breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures; or from any other cause. Tenant assumes all risk of, and waives all claims against Owner from any such injury or damage, except for injury or damage resulting from negligent acts of Owner.
17. **Indemnification.** Tenant shall indemnify and save harmless Owner against and from all claims arising from the following, and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim, action, or proceeding brought on such claim:
  - A. Use of the Premises by Tenant, members of Tenant's household, other Tenants, or Tenant's guests, invitees or licensees,
  - B. Any activity done, permitted or suffered by Tenant in or about the Premises or elsewhere,
  - C. Any breach or default by Tenant under this Lease, or
  - D. Any negligence of Tenant, members of Tenant's household, any other Tenants, or any of Tenant's guests, invitees, or licensees.Tenant's obligations, as set forth above, arising by reason of any occurrence taking place during the Term of this Lease, shall survive any termination of this Lease.
18. **Insurance.** Owner does not insure Tenant, the members of Tenant's household, Tenant's guests, invitees, licensees, or any other Tenants or persons in or about the Premises, from any loss occurring in or about the Premises, whether from bodily injury or property damage of any kind whatsoever.

Owner strongly recommends that Tenant maintain, at Tenant's sole expense, a standard type of Renter's insurance policy or its equivalent, which provides limits of liability adequate to protect Owner's and other Tenants' property, as well as Tenant's personal property from loss by fire, burglary, water, and other perils. Without such insurance, Tenant could incur a substantial financial burden in the event of fire or other perils outside of Owner's control.

Tenant hereby releases Owner from any and all claims for damages or loss to Tenant's personal property in, on, or about the Premises that are caused by or result from risks that are or would be insured under the insurance described above. Tenant hereby waives any and all rights of recovery and rights of subrogation against Owner in connection with any damage or claim that is or would be covered by such insurance, except for damage resulting from negligent acts of Owner.
19. **Phone Jacks.** Owner shall be responsible for providing only one functioning telephone jack to the Premises. Tenant shall install no additional jacks without Owner's express written consent. Tenant shall be responsible for repair of inside wiring if damaged by Tenant and such others for whom Tenant is responsible.
20. **Waiver.** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease.

21. **Joint and Several Responsibility.** Each person executing this Lease as “Tenant” is jointly and severally liable hereunder, and is required to perform fully all obligations imposed on Tenant in this Lease.
22. **Attorney’s Fees and Litigation.** If any legal action or other proceeding is brought by any party to enforce any part of this Lease, the prevailing party shall recover, in addition to all other relief, reasonable attorney’s fees and costs. Notice may be served upon Owner by Tenant at the location that rent is routinely tendered.
23. **Credit Report.** As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant’s credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of his/her credit obligations. Tenant authorizes Owner (or a collection agency) to obtain Tenant’s consumer credit report for use in attempting to collect past due rent, late fees, or other charges, both during the term and thereafter.
24. **Only Agreement.** This Lease, which includes all the attachments referred to below, constitutes the entire lease between the parties and cannot be modified except in writing and signed by all parties. Owner, nor any agent or employee of Owner, has not made any representation or promise other than those set forth herein.
25. **Addenda.** By initialing as provided, Tenant acknowledges receipt of the following optional addenda, as indicated, copies of which are attached hereto and are incorporated as part of this Lease:

- \_\_\_\_\_ A. Policies and Rules
- \_\_\_\_\_ B. Move-in/Move-out Inspection Checklist
- \_\_\_\_\_ C. Lead Paint Disclosure and Lead Hazard Information, if applicable
- \_\_\_\_\_ D. Mold Notification Addendum
- \_\_\_\_\_ E. Asbestos Disclosure, only if asbestos is present
- \_\_\_\_\_ F. Animal Agreement
- \_\_\_\_\_ G. Drug and Crime-Free Addendum
- \_\_\_\_\_ H. Utility Submetering or Allocation Formula Addendum
- \_\_\_\_\_ I. Covenants Conditions & Restrictions
- \_\_\_\_\_ J. Other \_\_\_\_\_
- \_\_\_\_\_ K. Other \_\_\_\_\_

The undersigned Tenant(s) acknowledge having read and understood the foregoing and received a copy hereof.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

OWNER:  
Property Name: \_\_\_\_\_

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

By \_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
\_\_\_\_\_