[Property Management Company Name]

## **PROPERTY MANAGEMENT LEASE AGREEMENT**

This **Lease Agreement** ("Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20, by and between:

**1. PARTIES**

**Landlord:**

Name of Landlord: [Landlord's Full Legal Name]

Address: [Landlord's Address]

State: [City, State, Zip Code]

**Tenant(s):**

Name of Tenant: [Tenant 1's Full Legal Name]

Address: [Tenant 1's Address (if different from the rental property address)]

State: [state]

Name of Tenant: [Tenant 2's Full Legal Name (if applicable)]

Address: [Tenant 2's Address (if different from the rental property address, if applicable)]

State: [state]

**Property Management Company**

Name of Property Manager: [Landlord's Full Legal Name]

Address: [Landlord's Address]

State: [City, State, Zip Code]

Landlord, Tenant and Property Manager are each referred to herein as a **"Party"** and, collectively, as the **"Parties."**

**2. LEASE TYPE**

This Agreement is a fixed lease, commencing on [LEASE START DATE] and ending on [LEASE END DATE]. At the end of the Lease Term: (select one)

 ☐ Tenant may continue on a month-to-month basis.

 ☐ Tenant must vacate the Premises.

* Tenant may have the option to renew the lease under the terms and conditions to be mutually agreed upon by both parties.

**3. OCCUPANT(S) (select one)**

The Premises may be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant:

 ☐ [OCCUPANT(S) NAME(S)]

 ☐ No additional Occupants.

**4. THE PROPERTY**

Mailing Address: [PROPERTY MAILING ADDRESS]

Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: [OTHER]

Bedroom(s): [# OF BEDROOMS] Bathroom(s): [# OF BATHROOMS]

**5. PURPOSE**

The Premises may be used only as a residential dwelling unless specified otherwise: [OTHER USES FOR THE PREMISES]

**6. FURNISHINGS** (select one)

The Premises is:

 ☐ Furnished with [ENTER FURNISHINGS]

 ☐ Not furnished.

**7. APPLIANCES** (select one)

Landlord will:

 ☐ Provide the following appliances: [ENTER APPLIANCES]

 ☐ Not provide any appliances.

**8. RENT**

Tenant shall pay $[MONTHLY RENT] as Rent on the [#] of every month. Payment instructions: [RENT PAYMENT INSTRUCTIONS]

**9. NON-SUFFICIENT FUNDS (NSF CHECKS)** (select one)

 ☐ Tenant agrees to a fee of $[NSF FEE] per incident.

 ☐ No fee for NSF checks.

**10. LATE FEE** (select one)

If Rent is not paid on the Due Date:

 ☐ Tenant agrees to a late fee of $[LATE FEE], due as

 ☐ One (1) Time Payment

 ☐ Every Day Rent is Late,

 ☐ after [#] day(s) past Due Date.

 ☐ No late fee.

**11. FIRST (1ST) MONTH'S RENT** (select one)

Tenant shall pay the first (1st) month's rent:

 ☐ Upon execution of this Agreement.

 ☐ On the first (1st) day of the Lease Term.

**12. PRE-PAYMENT**

Tenant shall: (select one)

 ☐ Pre-Pay Rent of $[PRE-PAY RENT AMOUNT] for [START DATE] to [END DATE] upon execution of this Agreement.

 ☐ Not be required to Pre-Pay Rent.

**13. PRORATION PERIOD**

 ☐ Tenant shall take possession before the Lease Term starts on [START DATE] and agrees to pay $[PRORATION AMOUNT] for the proration period.

**14. SECURITY DEPOSIT (select one)**

 ☐ Tenant shall pay a Security Deposit of $[SECURITY DEPOSIT AMOUNT] upon execution, which will be held by the property management company in accordance with applicable laws and regulations. It will be returned within [#] days after Lease Term ends, less itemized deductions.

* No Security Deposit required

**15. MOVE-IN INSPECTION** (select one)

 ☐ Property Manager and Tenant agree to inspect the Premises and note damages/repairs on a move-in checklist.

 ☐ No move-in inspection.

**16. PARKING** (select one)

 ☐ Tenant shall have [#] parking space(s) for $[PARKING FEE].

 ☐ No parking provided.

**17. SALE OF PROPERTY** (select one)

If the Premises is sold, Tenant will be notified of the new Owner's details.

 ☐ New owner may terminate Agreement with [#] days’ notice.

 ☐ New owner cannot terminate Agreement.

**18. UTILITIES** (select one)

Landlord provides the following utilities: [LANDLORD PROVIDES UTILITIES]

* Tenant is responsible for other utilities.
* Tenant is responsible for paying all utilities and services unless otherwise specified in writing.

**19. EARLY TERMINATION** (select one)

 ☐ Tenant may terminate this Agreement with [#] days' notice and an early termination fee of $[EARLY TERMINATION FEE].

 ☐ No right to early termination.

**20. TERMINATION AND EVICTION**:

Either party may terminate this lease in accordance with the laws and regulations of the jurisdiction in which the property is located. The notice period for termination shall be \_\_\_\_\_\_\_\_\_\_ days.

Property Manager may enforce eviction for reasons which include non-payment of rent, violation of lease terms, or other legally justifiable reasons as per local laws.

**21. SMOKING POLICY (**select one)

 ☐ Smoking permitted only in: [ENTER SMOKING AREAS]

 ☐ Smoking is prohibited.

**22. PETS** (select one)

* Tenant may have [#] pet(s), [TYPES OF PETS], not exceeding [# OF POUNDS] pounds.

A pet fee of $[PET FEE] is:

 ☐ non-refundable

 ☐ refundable unless damages occur.

 ☐ No pets allowed.

**23. WATERBEDS** (select one)

 ☐ Tenant may use a waterbed.

 ☐ Tenant may not use a waterbed.

**24. NOTICES** (select one)

Notices sent to Landlord/Tenant use the following addresses:

Landlord/Agent Address: [LANDLORD/AGENT ADDRESS]

Tenant's Mailing Address: (select one)

 ☐ The Premises.

 ☐ Other: [TENANT'S ADDRESS FOR NOTICES]

**25. MAINTENANCE AND REPAIRS:**

The Property Management Company is responsible for handling maintenance and repair requests. Tenant shall promptly report any issues to the property management company in writing.

Tenant shall maintain Premises in a clean and sanitary manner. Tenant may not make alterations without written consent. Landlord is responsible for repairs, except appliances as specified.

**26. RULES AND REGULATIONS:**

Tenant shall comply with all rules and regulations outlined in the attached "Rules and Regulations" document, which may be amended or modified by the property management company.

**26. POSSESSION**

Tenant acknowledges taking possession of the Premises in its current condition, except as otherwise stated.

**27. ACCESS**

Property Manager provides access keys/cards. Duplicate copies need Property Manager’s consent. Tenant must return access items at the Agreement's end or a fee applies.

**28. SUBLETTING**

Tenant may not sublet without written consent from Property Manager.

**29. ABANDONMENT**

Property Manager may terminate if Tenant abandons the Premises for a specified period. Property Manager may remove Tenant's belongings.

**30. ASSIGNMENT**

Tenant shall not assign this Lease without written consent from Property Manager.

**31. RIGHT OF ENTRY**

Property Manager may enter with 24-hour notice for inspection, repairs, or other reasonable purposes. May exhibit Premises to prospective parties with reasonable notice.

**32. NOISE/WASTE**

Tenant shall not commit waste or maintain a nuisance. Tenant shall abide by all noise ordinances.

**33. GUESTS**

Guests allowed for up to 48 hours unless approved by Property Manager in writing.

**34. MULTIPLE TENANT OR OCCUPANT(S)**

All Tenants are jointly and individually liable. Notices to any Tenant constitute notice to all.

**35. DISPUTES**

Parties agree to negotiate disputes in "good faith" before litigation. Any disputes arising from or relating to this agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. The parties agree that the arbitration decision will be final and binding, and they waive their rights to pursue litigation in court.

**36. SEVERABILITY**

If any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be modified to the extent necessary to make it valid and enforceable. This severability clause is an essential part of the agreement and shall survive its termination or expiration.

**37. SURRENDER OF PREMISES**

Tenant surrenders Premises upon move-out date or returning access items, whichever is first.

**38. WAIVER**

Waiver for one breach doesn't waive other breaches. Waiver must be in writing.

**39. EQUAL HOUSING**

Property Manager shall provide reasonable modifications for tenants with impairments.

**40. HAZARDOUS MATERIALS**

Tenant may not possess flammable or explosive substances.

**41. INDEMNIFICATION**

Property Manager or Landlord is not liable for damage or injury, except due to negligence.

**42. COVENANTS**

Covenants apply to heirs, legal representatives, and assigns.

**43. PREMISES DEEMED UNINHABITABLE**

Tenant may terminate if Premises are deemed uninhabitable due to damage.

**44. LEAD PAINT** (select one)

 ☐ Premises built before 1978 (See Lead-Based Paint Disclosure).

 ☐ Premises not built before 1978.

**45. GOVERNING LAW**

This Agreement is governed by the laws of the state where the Premises is located.

**46. ADDITIONAL TERMS AND CONDITIONS**

**47. ENTIRE AGREEMENT**

This Lease Agreement is executed by the parties hereto as of the date first above written and contains all terms agreed upon and supersedes all prior discussions.

**SIGNATURES:**

**Landlord's Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant’s Signature( if any):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Property Management Company’s representative’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**: \_\_\_\_\_\_\_\_\_

**Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: \_\_\_\_\_\_\_\_\_

AMOUNT ($) DUE AT SIGNING

Security Deposit: $[SECURITY DEPOSIT AMOUNT]

First (1st) Month's Rent: $[1ST MONTH'S RENT]

Parking Fee: $[PARKING FEE]

Pet Fee(s): $[PET FEE]

Pre-Payment of Rent: $[PRE-PAYMENT OF RENT]

Proration Amount: $[PRORATION PERIOD]

Total Amount: $[TOTAL AMOUNT]

Lead-Based Paint Disclosure:

(As required for pre-1978 housing)