

# STANDARD RESIDENTIAL LEASE AGREEMENT

This **Residential Lease Agreement ("Agreement")** is made on [DATE], between:

## 1. PARTIES

Landlord: [LANDLORD'S NAME]

Mailing Address: [LANDLORD'S MAILING ADDRESS]

Tenant(s): [TENANT(S) NAMES(S)]

Landlord and Tenant 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.

## 3. OCCUPANT(S)

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

The Premises is:

- Furnished with [ENTER FURNISHINGS]
- Not furnished.

## 7. APPLIANCES

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)

- Tenant agrees to a fee of \$[NSF FEE] per incident.
- No fee for NSF checks.

## 10. LATE FEE

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

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:

- 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

Tenant shall pay a Security Deposit of \$[SECURITY DEPOSIT AMOUNT] upon execution. It will be returned within [#] days after Lease Term ends, less itemized deductions.

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

- Landlord and Tenant agree to inspect the Premises and note damages/repairs on a move-in checklist.
- No move-in inspection.

## 16. PARKING

- Tenant shall have [#] parking space(s) for \$[PARKING FEE].
- No parking provided.

## 17. SALE OF PROPERTY

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

Landlord provides the following utilities: [LANDLORD PROVIDES UTILITIES]

Tenant is responsible for other utilities.

## 19. EARLY TERMINATION

- Tenant may terminate this Agreement with [#] days' notice and an early termination fee of \$[EARLY TERMINATION FEE].
- No right to early termination.

## 20. SMOKING POLICY (select one)

- Smoking permitted only in: [ENTER SMOKING AREAS]
- Smoking is prohibited.

## 21. PETS

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.

## 22. WATERBEDS

- Tenant may use a waterbed.
- Tenant may not use a waterbed.

## 23. NOTICES

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]

## 24. AGENT/MANAGER: (select one)

- Landlord has a manager on-site:

Manager's Name: [MANAGER'S/AGENT'S NAME]

Telephone: [TELEPHONE NUMBER]

E-Mail: [E-MAIL ADDRESS]

No on-site manager.

## **25. POSSESSION**

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

## **26. ACCESS**

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

## **27. SUBLETTING**

Tenant may not sublet without written consent from Landlord.

## **28. ABANDONMENT**

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

## **29. ASSIGNMENT**

Tenant shall not assign this Lease without written consent from Landlord.

## **30. RIGHT OF ENTRY**

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

## **31. MAINTENANCE, REPAIRS, OR ALTERATIONS**

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.

## **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 Landlord in writing.

## **34. COMPLIANCE WITH LAW**

Tenant shall comply with all laws and regulations related to the Premises.

## **35. DEFAULT**

Landlord may terminate for various defaults, including non-payment and criminal activity.

## **36. MULTIPLE TENANT OR OCCUPANT(S)**

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

### **37. DISPUTES**

Parties agree to negotiate disputes in "good faith" before litigation.

### **38. SEVERABILITY**

If any provision is invalid, it won't affect the rest of the Agreement.

### **39. SURRENDER OF PREMISES**

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

### **40. RETALIATION**

Landlord may not retaliate against Tenant.

### **41. WAIVER**

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

### **42. EQUAL HOUSING**

Landlord shall provide reasonable modifications for tenants with impairments.

### **43. HAZARDOUS MATERIALS**

Tenant may not possess flammable or explosive substances.

### **44. INDEMNIFICATION**

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

### **45. COVENANTS**

Covenants apply to heirs, legal representatives, and assigns.

### **46. PREMISES DEEMED UNINHABITABLE**

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

### **47. LEAD PAINT (select one)**

- Premises built before 1978 (See Lead-Based Paint Disclosure).
- Premises not built before 1978.

### **48. GOVERNING LAW**

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

### **49. ADDITIONAL TERMS AND CONDITIONS**

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**50. ENTIRE AGREEMENT**

This Agreement 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:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Agent's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**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)