

**STANDARD LEASE AGREEMENT**

This Agreement, hereinafter referred to as the "Agreement," dated \_\_\_\_\_, 20\_\_\_\_, by and between an individual or entity known as \_\_\_\_\_, hereinafter referred to as the "Landlord," AND an individual known as \_\_\_\_\_, hereinafter referred to as the "Tenant(s)," agree to the following:

A. PREMISES: Landlord hereby offers to rent housing, located at \_\_\_\_\_, consisting of \_\_\_\_ bathroom(s) and \_\_\_\_ bedroom(s), hereinafter referred to as the "Premises," to the Tenant(s), subject to the following terms and conditions of this Agreement. Landlord will send a copy of all notices regarding the Premises to this address, along with another other address(es) identified by the Tenant(s).

B. OCCUPANT(S): Premises are to be strictly occupied as residential dwelling housing by the Tenant(s).

Please list any additional occupant(s) of the Premises below:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_

C.PURPOSE: Premises may not be used for storage, manufacture of any food or product, professional service(s), or for any commercial use, unless otherwise stated in this Agreement.

D. APPLIANCES: The Landlord shall provide the following appliances:

\_\_\_\_\_  
\_\_\_\_\_ All other appliances shall be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

E. LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, hereinafter referred to as the "Lease Term," with the Tenant(s) having the option to continue leasing the Premises under the same terms and conditions of this Agreement under a Month-to-Month arrangement ("Tenancy at Will") with either the Landlord or Tenant having the option to cancel the tenancy with at least sixty (60) days' notice. For the Tenant to continue under Month-to-Month tenancy at the expiration of the Lease Term, the Landlord must be notified within sixty (60) days before the end of the Lease Term.

F. RENT: Tenant(s) shall pay the Landlord in equal monthly installments of \$\_\_\_\_\_ (US Dollars), hereinafter referred to as the "Rent." The Rent will be due on the first (1st) of every month and be paid via \_\_\_\_\_. The first Rent payment under this Agreement is due to the Landlord upon the execution of this Agreement.

G. LATE FEE: If the Rent is not paid by or on the due date, the Landlord may assess a Late Fee in the amount of five percent (5%) of the Rent, per occurrence, for each month's payment that is received after the fifth (5th) day of the month.

H. SECURITY DEPOSIT: Security for the Premises in the amount of \$\_\_\_\_\_ (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the faithful performance of all the terms and conditions. The Security Deposit is to be returned to the Tenant(s) within 45 days of the termination of this Agreement, less any damage, charges and without interest. This Security Deposit shall not be credited towards rent unless the Landlord gives written consent.

I. POSSESSION: Tenant(s) has examined the condition of the Premises, and by taking possession of the Premises acknowledges that they have accepted the Premises in good order and in its current condition, except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid Rent or Fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

J. MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

K. SUBLETTING: Tenant(s) shall not have the right to sublet the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) shall be responsible for all actions and liabilities of the Sublessee(s) including but not limited to: damage to the Premises, non-payment of Rent, and any eviction process. In the event of an eviction, the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee(s). Landlord's consent to sublet shall not be deemed to be consent to any unapproved subsequent subletting.

L. RIGHT OF ENTRY: Landlord shall have the right to enter the Premises during normal working days and hours, Monday to Friday, 9:00 a.m. to 5:00 p.m., by providing notice in accordance with the minimum State requirements for inspection, repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. Landlord may also exhibit the

Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice to the Tenant(s).

M. UTILITIES: Utilities will be the full responsibility of the Tenant(s).

N. MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain the Premises in a clean and sanitary manner and surrender the Premises the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant(s) may not make any alterations to the Premises without written consent of the Landlord. Landlord shall be responsible for repairs to the interior and exterior of the Premises. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. Landlord will install new batteries in all battery-operated smoke detectors when the Tenant(s) moves into the Premises. After the initial installation of batteries, it will be the responsibility of the Tenant(s) to replace batteries when needed. A monthly " cursory " inspection by the Landlord shall be required for all fire extinguishers to make sure they are fully charged.

O. EARLY TERMINATION: Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of domestic violence, and in such case, the Tenant may do so in accordance with any local, state, or federal laws.

P. PETS: Tenant(s) is not allowed pets on the Premises or in the Premises' common areas. Animals that are necessary for individuals with disabilities are welcome.

Q. SMOKING: Smoking in and on the Premises is prohibited, including individual units, common areas, every building and adjoining properties. Medication that is necessary for individuals with disability is welcome.

R. LEGAL COMPLIANCE: Tenant(s) agrees to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), Landlord, or both, during the term of this Agreement.

S. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

T. RETALIATION: Landlord is prohibited from taking retaliatory action against the Tenant(s), including but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of action that could be considered unjustified.

U. FAIR HOUSING: If Tenant(s) possess(es) any disability, Landlord shall provide reasonable accommodations and modifications to the Premises, unless such requests amount to an undue financial and administrative burden. It is the policy of the Landlord to comply with Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that all units are available to all persons without regard to race, color, religion, national origin, disability, familial status, and sex. The Landlord will also comply with local ordinances that ensure all units are available to all persons without regard to sexual orientation, gender identity or expression, marital status, age, ancestry or source of income. These laws mean that, among other things, the Landlord must not discriminate against any qualified applicant or tenant with respect to the rental of dwellings. Tenants may also report housing discrimination to the U.S. Department of Housing and Urban Development at (800) 669-9777.

V. NOTICES: Any notice to be sent by the Landlord or Tenant(s) to each other shall use the following mailing addresses:

Landlord's/Agent's Mailing Address

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Tenant(s)'s Mailing Address

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W. AGENT/MANAGER: Landlord does not have an Agent or Manager and all contact regarding repairs, maintenance, or complaints should be addressed to the Landlord through the following contact information:

Landlord's Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ X.

PREMISES DEEMED UNINHABITABLE: If the Premises is deemed uninhabitable due to damage beyond reasonable repair, Tenant(s) may terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and loss of income due to restoring the Premises back to a livable condition, in addition to any other losses that can be proved by the Landlord.

Y. LEAD PAINT: If the Premises was constructed before 1978 an authorized LeadBased Paint Disclosure is attached to this Agreement.

Z. ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the Tenant(s) and Landlord relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term. Landlord and Tenant(s) have agreed and executed this agreement on \_\_\_\_\_, 20\_\_\_\_.

LANDLORD(S) SIGNATURE

Landlord's Signature \_\_\_\_\_

TENANT(S) SIGNATURE

Tenant's Signature \_\_\_\_\_

Security Deposit Receipt

Dear \_\_\_\_\_ [Tenant(s)], The Landlord shall hold the Security Deposit in a separate account at a bank located at \_\_\_\_\_ [Street Address] in the City of \_\_\_\_\_, State of \_\_\_\_\_. The Security Deposit in the amount of \$\_\_\_\_\_ (US Dollars) has been deposited in \_\_\_\_\_ [Bank Name] with the Account Number of \_\_\_\_\_ for the full performance of the Lease Term executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The following terms shall apply to the Security Deposit: (1) The right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within 15 days of the Tenant's occupancy; (2) The right to be present when the Landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the Tenant notifies the Landlord by certified mail at least 15 days prior to the date of the Tenant's intended move, of the Tenant's intention to move, the date of moving, and the Tenant's new address; (3) The Landlord's obligation to conduct the inspection within 5 days before or after the Tenant's stated date of intended moving; (4) The Landlord's obligation to notify the Tenant in writing of the date of the inspection; (5) The Tenant's right to receive, by first-class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within 45 days after the termination of the tenancy; (6) The obligation of the Landlord to return any unused portion of the Security Deposit, by first-class mail, addressed to the Tenant's last known address within 45 days after the termination of the tenancy; and (7) A statement that failure of the Landlord to comply with the Security Deposit law may result in the Landlord being liable to the Tenant for a penalty of up to 3 times the Security Deposit withheld, plus reasonable attorney's fees. (b) The Landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the Tenant, as the case may be. (c) The

Landlord shall be liable to the Tenant in the sum of \$25 if the Landlord fails to provide a written receipt for the Security Deposit.

Sincerely, Landlord's Signature \_\_\_\_\_

**AMOUNT (\$) DUE AT SIGNING**

Security Deposit: \_\_\_\_\_

First (1st) Month's Rent: \_\_\_\_\_

The Tenant on this Lease, have sufficiently inspected the Premises and confirm above-stated information. (only 1 Tenant required)

Tenant's Signature \_\_\_\_\_

I, the Landlord on this Lease, have sufficiently inspected the Premises and confirm above-stated information.

Landlord's Signature \_\_\_\_\_

**Lead-Based Paint Disclosure (if relevant)**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards. (check (i) or (ii) below) (i) \_\_\_\_\_

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). \_\_\_\_\_ (ii) \_\_\_\_\_ Lessor

has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b)

Records and reports available to the Lessor. (check (i) or (ii) below) (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_ (ii)

\_\_\_\_\_  
Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee's Acknowledgment (initial) (c) \_\_\_\_\_ Lessee has received copies of all information listed above. (d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home. Agent's Acknowledgment (if any) (initial) (e) \_\_\_\_\_ Agent has informed the lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. Certification of Accuracy: The following parties have

reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant's Signature \_\_\_\_\_