RESIDENTIAL LEASE

This lease is made on _____ , between

_____ , Landlord, and _____, Tenant.

1. The Landlord agrees to Rent to the Tenant and the Tenant agrees to Rent from the Landlord the Premises located at the following address:

2. The term of this lease will be from _____ , until _____ . If the Tenant continues to occupy the property, with the consent of the Landlord, after the expiration of the original term of this lease, the rental will continue on a month-to-month basis with all of the other terms of this lease continuing unchanged.
3. The Tenant is entitled to take possession of the Premises at _____ on _____ .
   Time Date
4. The rental payments will be $ _____ per _____ and will be payable by the Tenant to the Landlord on the _____day of each month, beginning on _____.
5. The Tenant will be charged an additional amount of $ _____ plus $ _____ per day for any late rental payments.
6. If the Tenant fails to pay the Rent on time, abandons the Premises, or violates any other terms of this Lease, the Landlord will have the right to terminate this Lease in accordance with state law. For the purposes of this Lease, the term abandonment shall mean leaving the Premises vacant for more than two weeks without notifying the Landlord. The Landlord will also have the right to re-enter the Premises and take possession of it and to take advantage of any other legal remedies available.
7. The Tenant has paid the Landlord a security deposit of $ _____ . This security deposit will be held as security for the repair of any damages to the Premises by the Tenant. This deposit will be returned to the Tenant within _____ days of the termination of this Lease, minus any amounts needed to repair the Premises. No deduction will be made for damage from reasonable wear and tear nor for any reason prohibited by law.
8. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the security deposit for any or all of the following:
   a. Repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls including the repainting of such walls.
   b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant.
   c. Unplugging toilets, sinks, and drains.
   d. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures.
   e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas.
   f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible.
   g. The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building.
   h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
   i. Any other purpose allowed under this Lease or law.

j. Landlord may use a portion of the security deposit to have the premises and carpets professionally cleaned once per year and when the Tenant moves out, if not done by the Tenant.

9. The Tenant may not use the security deposit as payment for the Rent.

10. The Tenant has paid the Landlord an additional month's Rent in the amount of $ _____ . This Rent deposit will be held as security for the payment of Rent by the Tenant. This Rent payment deposit will be returned to the Tenant within _____ days of the termination of this Lease, minus any Rent still due upon termination.

11. The Landlord may increase the Rent for the Premises after providing to the Tenant such notice as is required by law.

12. The Tenant agrees to maintain the Premises in a clean and sanitary manner and not to make any alterations to the Premises without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the Premises in the same condition as when it was received, except for normal wear and tear.

13. The Tenant will obtain written consent from the Landlord before doing any of the following:
    a. Applying adhesive materials or inserting nails or hooks in walls or ceilings other than _____ small picture hooks per wall.
    b. Painting, wallpapering, or in any way significantly altering the appearance of the Premises.
    c. Removing or adding walls, or performing any structural alterations.
    d. Installing a waterbed.
    e. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units.
    f. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for any purpose.
    g. Affixing to or erecting upon or near the Premises any radio, internet, cable, or TV antenna or tower.

14. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, trade, or profession, or for any purpose other than as a private single-family residence without the prior written consent of the Landlord. If the Landlord should grant written consent, the Tenant agrees to abide by all relevant laws, statutes, and ordinances.

15. No other persons will live in the Premises without the prior written consent of the Landlord, except for:

16. No Guest(s) of the Tenant may occupy the Premises for longer than without the prior written consent of the Landlord.

17. The Landlord agrees to supply the following utilities to the Tenant:

18. The Tenant agrees to obtain and pay for the following utilities:

19. The Premises are provided to the Tenant with the following furnishings:

20. The Landlord will make those improvements to the Premises that are set out in the list attached to this Lease.
21. Tenant agrees not to sublet the Premises or assign this Lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the Premises for inspection and repair. Landlord agrees to enter the Premises only after notifying the Tenant in advance, except in an emergency.
22. The Tenant has inspected the Premises and has found it satisfactory.
23. The Landlord is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood, and disaster. This insurance does not cover the personal property of the Tenant.
24. As required by law, the Landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."
25. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The Landlord of any interest in residential real estate is required to provide the Tenant with any information on lead-based paint hazards from risk assessments or inspection in the Landlord 's possession and notify the Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD 'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards:(Landlord to initial one).

_____Known lead-based paint and/or lead-based paint hazards are present in building (explain):

_____Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

Records and reports available to Landlord:(Landlord to initial one).

_____Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards present in building (list documents):

_____Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT 'S ACKNOWLEDGMENT

(Tenant to initial all applicable).

_____Tenant has received copies of all information listed above.

_____Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

_____Tenant has received a ten (10)-day opportunity (or mutually-agreed on period)to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

_____Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this agreement, that to the best of their knowledge, the information they have provided is true and accurate.

26. The following are additional terms of this Lease:

27. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
28. The parties agree that this Lease is the entire agreement between them. This Lease binds and benefits both the Landlord and Tenant and any successors.
29. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
30. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under the Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the state of _____, without regard to the jurisdiction in which any action or special proceeding may be instituted.
31. If there is a conflict between any provision of this Lease and the applicable legislation of the state of _____ (the ‘Act’), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
32. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.
33. This Agreement may be executed in counterpart.
34. Time is of the essence of this Agreement.

Landlord

Printed Name: _____

Address: _____

_____

Phone: _____

Signature: _____ Date:_____

Notary

State of _____

County of _____

On _____ , the person noted above came before me in person and, being duly sworn, did state that he or she is the person described in the preceding document and that he or she signed the above document in my presence.

Notary Signature: _____

Notary Public, In and for the County of _____ , State of _____

My commission is valid until: _____

Tenant

Printed Name: _____

Address: _____

_____

Phone: _____

Signature: _____ Date:_____

Notary

State of _____

County of _____

On _____ , the person noted above came before me in person and, being duly sworn, did state that he or she is the person described in the preceding document and that he or she signed the above document in my presence.

Notary Signature: _____

Notary Public, In and for the County of _____ , State of _____

My commission is valid until: _____