

## APARTMENT LEASE AGREEMENT

**I. THE PARTIES.** This Apartment Lease Agreement (hereinafter referred to as the "Agreement") is made and entered into this, \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the "Landlord") and \_\_\_\_\_ (hereinafter referred to as the "Tenant").

The Landlord and the Tenant shall be collectively referred to as the "Parties."

The Landlord agrees to lease the Property to the Tenant under the following terms and conditions:

**II. LEASE TERM.** This Agreement shall commence on the \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**III. PROPERTY.** The Landlord owns the property, including its fixtures, located at \_\_\_\_\_ (hereinafter referred to as the "Property"). The Landlord agrees to lease the Property to the Tenant according to the terms and conditions set forth in this Agreement.

**IV. OCCUPANTS.** The Premises shall be occupied by the Tenant along with other individuals:

**V. SECURITY DEPOSIT.** The Tenant shall pay the amount of \_\_\_\_\_ (hereinafter referred to as the "Security Deposit") to the Landlord as security for the faithful performance of the terms and conditions of this Agreement. The Security Deposit shall be kept by the Landlord and shall be returned within \_\_\_\_\_ less the property damages. Written consent from the Landlord shall be required if the Security Deposit is to be credited to the rent.

**VI. MONTHLY RENT.** The Tenant shall pay the monthly rent payment of \_\_\_\_\_ to the Landlord, payable every \_\_\_\_\_ of the month. In case of late payments, a fee of \_\_\_\_\_ shall be added on top of the monthly rent to the Landlord.

**VII. SUBLETTING AND ASSIGNMENT.** Subletting and assignment of the rights and interests of the Property shall require the written consent of the Landlord. A Landlord's consent for subletting shall not constitute consent for the subsequent subtenant. The Landlord has the

right to terminate this Agreement should subletting and/or assignment happen during the term, without the prior written consent of the Landlord.

### **Other Conditions**

**VIII. EARLY TERMINATION.** The Tenant will have the right to terminate this Agreement prior to the termination date. A written termination notice must be provided \_\_\_\_\_ ahead to the Landlord with an early termination fee of \_\_\_\_\_. The Tenant shall remain responsible for the monthly payment of rent.

**IX. PETS.** The Tenant, whether temporarily, will not be permitted to bring animals, whether it be mammals, insects, fish, reptiles, rodents, and/or birds inside the Premises. The mentioned animals will only be permitted unless a separate Pet Agreement or Addendum has been signed between the Tenant and the Landlord. The Landlord shall not be liable for injuries, harm, sickness, and/or death to the animal/s. The Tenant will be responsible for the damages caused by the animal to the Premises or to other persons. A fee of \_\_\_\_\_ shall be paid by the Tenant if found to have violated this provision.

**X. SMOKING POLICY.** The Tenant shall only be allowed to smoke in the designated smoking area inside the property. If caught smoking outside the designated smoking area, the Tenant shall pay a fee of \_\_\_\_\_ to the Landlord.

**XI. GENERAL MAINTENANCE AND REPAIR.** The Tenant shall be responsible for the general maintenance and repair of fixtures, appliances, and other personal properties that come with the Premises. Damages caused by normal wear and tear will be exempted. The Tenant shall maintain the sanitary condition of the Premises throughout the term of this Agreement and the Tenant will not be allowed to make any alterations to the Premises without the prior written consent of the Landlord.

**XII. PROPERTY DAMAGE.** The Tenant shall be liable for all the damages caused during the term of this Agreement. The Landlord shall not be responsible for any of the damages caused by the Tenant. Damages caused by normal wear and tear will be exempted.

**XIII. RIGHT OF ENTRY.** The Landlord may enter the Premises at reasonable working hours provided that written notice has been given to the Tenant 24 hours prior. The Landlord may conduct inspections, repairs, improvements, show the Premises to prospective buyers, or any other reasonable purposes. The Tenant shall keep the Premises in a clean and presentable condition before the said entry.

**XIV. GUESTS.** The Tenant and the occupants should be the only dwellers of the Premises. Guests are only allowed to stay in the Premises for a maximum of 48 hours. If the guests intend to stay for more than the allotted time, written consent from the Landlord shall be obtained.

**XV. INDEMNIFICATION.** The Tenant agrees to indemnify the Landlord against damages, liabilities, penalties, and expenses that arise during the term of this Agreement. The Landlord shall not be liable for damages to the Premises or injuries to other persons caused by the Tenant's negligence.

**XVI. ABANDONMENT.** If the Premises has been vacated by the Tenant for \_\_\_\_\_ the Landlord may terminate this Agreement and may reenter the Premises to get rid of the personal belongings of the Tenant.

**XVII. NOTICES.** Notices for both parties must be sent to the following addresses:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

**XVIII. DEFAULT.** If the Tenant breaches any provision of this Agreement, provided that the Landlord had furnished a written notice for the said breach, the Landlord may terminate this Agreement. Any remaining balance for the term of the Agreement shall be paid in full immediately by the Tenant.

**XIX. GOVERNING LAW.** This Agreement shall be governed by the state laws of \_\_\_\_\_, where the Property is located.

**XX. LEAD-BASED PAINT DISCLOSURE.** The Landlord shall provide a brochure or leaflet regarding the hazards of lead-based paint if the property was built before 1978.

**XXI. ENTIRE AGREEMENT.** The Tenant and the Landlord are both bound by the terms and conditions of this Agreement until its termination date. All previous verbal agreements and discussions are replaced by this agreement.

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

Signature: \_\_\_\_\_

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_