

DUPLEX RENTAL/LEASE FORM

I. THE PARTIES. This Duplex Rental/Lease Agreement (Hereinafter known as the "Agreement") is made this _____ between _____, residing at _____, _____, _____, _____, (Hereinafter known as the "Landlord") and _____, residing at _____, _____, _____, _____, (Hereinafter known as the "Tenant")

The Landlord and Tenant are each referred to as "Party" and will be collectively called as "Parties."

Therefore and in consideration of the mutual promises and agreement in this Agreement, the Landlord agrees to lease the Property to the Tenant under the following terms and conditions:

II. LEASE TYPE. This Agreement will be considered as a: (choose one that applies)

- Fixed Lease. The Tenant is allowed to occupy the Property starting on _____ until _____ (Referred to as the "Lease Term"). If at the end of the Lease term, renewal was not expressed, the Tenant: (choose one that applies)
 - Can continue to reside in the Property under the same terms of the Agreement following a month-to-month arrangement.
 - Must vacate the Property

- Month-to-Month Lease. The Tenant is allowed to occupy the Property following a month-to-month arrangement starting on _____ and ending _____ when a notice comes from either Party to the other Party ("Lease Term").

III. OCCUPANTS. The Property is strictly for residential use only with the following individuals as occupants, apart from the Tenant.

- _____ (Collectively known as "Occupant/s")

- There are no Occupant/s

IV. PROPERTY. The Landlord agrees to lease/rent the duplex property as described below to the Tenant

Mailing Address: _____, _____, _____,

Inclusions: The Property has the following features:

Bedrooms: _____

Bathrooms: _____

The entire property will be leased by the Tenant

V. PURPOSE. The Tenant and Occupant/s may only use the Property as: (choose one that applies)

- Residential dwelling only
- Residential dwelling and _____

VI. FURNISHINGS. The property is provided with:

- _____
- Not Furnished

VII. APPLIANCES. The Property is provided with:

- _____
- Not provided with appliances

VIII. RENT. The Tenant will pay the Landlord \$ _____ (RENT), in equal monthly installments. The Rent is due every _____ ("Due Date") and paid through the following method _____.

IX. NON-SUFFICIENT FUNDS/NSF CHECKS. If the Tenant pays the Rent using a check that is not honored due to insufficient funds: (choose one that applies)

- The Tenant will pay \$ _____ per incident.
- There will be no fee.

X. LATE FEE. If Tenant is unable to pay the Rent on the Due Date: (choose one that applies)

- The Tenant will pay \$ _____ as
 - One time payment
 - Every day Rent is lateRent is considered past due when not paid _____ after the Due Date.
- The Tenant is not liable to pay a Late Fee if payment is late.

XI. FIRST MONTH'S RENT. The Tenant is required to pay the first month's rent on: (choose one that applies)

- The execution date of this Agreement

- First day of the Lease Term

XII. SECURITY DEPOSIT. As part of this agreement, the Landlord requires a security deposit payment in the amount of \$ _____ to assure the faithful performance of the Tenant under the terms and conditions of this Agreement. The payment is required upon the execution of this Agreement. It will be returned within _____ after the end of the Lease Term, with itemized deductions if there are any. This amount will not be credited to the Rent unless the Landlord grants their written consent.

XIII. MOVE-IN INSPECTION. Before, when the Tenant accepts possession of the Property, or shortly after, the Landlord and Tenant: (choose one that applies)

- Agree to inspect the Property prior the move-in according to a move-in checklist
- Will not inspect the Property or complete a move-in checklist

XIV. SALE OF PROPERTY. If the Property is sold to a new Owner, the Tenant will be notified. The contact details of the Tenant will be forwarded to the new Owner or new Manager for repairs and maintenance. If the Property is owned by another party, the new owner: (choose one that applies)

- Has the right to end this agreement by giving a notice to the Tenant.
- Does not have the right to terminate this Agreement.

XV. UTILITIES. The utilities and services listed below are under the responsibility of the Landlord. Other services and utilities will fall under the responsibility of the Tenant.

Services

Utilities

XVI. EARLY TERMINATION. The Tenant shall have the right to prematurely end the Agreement providing _____ days' written notice to the Landlord together with an early termination fee amounting to \$ _____. The Tenant will remain to be responsible for paying the rent during the notice period.

XVII. SMOKING POLICY. Smoking in the Property is: (choose one that applies)

- Permitted in the entire area.
- Permitted in the following areas: _____
- Prohibited on the Property and common areas.

XVIII. PETS. The Tenant has the right to own _____ pets on the Property consisting of _____ that are not over _____ pounds.

For this right, the Tenant needs to pay a fee of _____ that is

- Refundable
- Non-refundable

Unless there are damages caused by the pet.

Furthermore, the Tenant is responsible for all the damages caused by their pets, and agrees to restore the Property to its original condition at their expense.

XIX. NOTICES. Any notice sent by either Party to the other must use these following addresses:

Landlord's Address: _____, _____, _____, _____.

Tenant's Address

- The Property
- Others: _____

XX. AGENT/MANAGER. (choose one that applies)

The Landlord has a designated manager on the Property that can be contacted for any maintenance or repair concerns

The Landlord handles the maintenance and repair concerns and can be contacted through:

XXI. POSSESSION. The Tenant has examined the condition of the Property. Taking possession of the Property means that it is in good and proper condition, except when stated otherwise. If the Landlord fails to deliver the possession of the Property to the Tenant at the start of the Lease Term, this Agreement can be terminated according to the Tenant's will. Furthermore, this failure to deliver and possible cancellation of the Agreement grants the Tenant a refund of the Security Deposit, prepaid rent, fees, and all other payment made before the execution of the contract.

XXII. ACCESS. The Landlord grants the access of the Property to the Tenant upon the start of the Lease Term or as the beginning of the Proration Period, whichever is earlier. The grant of access takes in the form of handing over the keys, cards, or access to any kind of keyless security entry needed to enter the Property. Duplicate copies and replacements will only be

provided by the Landlord, with a certain fee. At the end of the Lease Term, the Tenant is expected to return all the access provided or a fee will be charged or subtracted from the Security Deposit.

XXIII. SUBLETTING. The arrangement regarding subletting will only be allowed if the Landlord provides a written consent. A written consent granted to one subTenant will not carry over to another subTenant.

XXIV. ABANDONMENT. If the Tenant vacates or abandons the Property for seven days or for a minimum period set by the State laws, whichever is less, the Landlord has the right to terminate this Agreement and remove the belongings of the Tenant off the Property. The right of the Landlord to terminate the Agreement is immediate.

XXV. ASSIGNMENT. The Tenant is not allowed to assign this Agreement to another individual without a written consent from the Landlord. Written consent for one individual does not consent another to any subsequent assignment.

XXVI. RIGHT OF ENTRY. The Landlord has the right to enter the Property during normal working hours so long as a 24 hours notice was given to the Tenant. This entry should also only be intended for inspection, repairs, alterations, supply services, or any other reasonable purpose.

XXVII. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant is responsible for maintaining the Property in a clean and sanitary manner to surrender the Property in its as is condition once the Agreement is terminated. The Tenant cannot make alterations to the Property without prior written consent from the Landlord. However, there is no guarantee that the Landlord will repair or replacement of appliances if they fail to operate. Monthly inspections may be required to check on the fire hazards and fire security measures.

XXVIII. NOISE/WASTE. The Tenant agrees not to commit waste on the Property nor permit the Property to be used in unlawful manners. Furthermore, the Tenant agrees to follow all local, federal, and State noise ordinances.

XXIX. GUESTS. The residents of the Property will only be the Tenant and the Occupant/s. Guests are allowed in the Property but not for more than 48 hours otherwise allowed by the Landlord.

XXX. COMPLIANCE WITH LAW. The Tenant agrees to comply with present and future laws, ordinances, orders, rules, regulations, and requirements of all levels of the government while they are bound by this Agreement.

XXXI. DEFAULT. If the Tenant fails to comply with any of the provisions of this Agreement, granted that a written notice was provided, the Landlord has the option to terminate this Agreement.

XXXII. DISPUTES. In cases of disputes regarding the terms of this Agreement, they shall agree to hold the negotiations amongst themselves in “good faith”, before any litigation.

XXXIII. LEAD PAINT. A Lead-Based Paint Disclosure document should be attached to this Agreement signed and acknowledged by both parties if the Property was built before 1978.

XXXIV. SIGNATURES. The Landlord and Tenant agree to all the stipulations, including attachments and addendums, and are bound to the terms and conditions of this Agreement.

