

## RESIDENTIAL LEASE AGREEMENT

**I. THE PARTIES.** This Residential Lease Agreement (hereinafter referred to as "Agreement") is made between \_\_\_\_\_, with the residential address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Landlord"), and \_\_\_\_\_, with the residential address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Tenant").

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

**II. LEASE TERM.** The Tenant shall be allowed to occupy the said Premises for a period of \_\_\_\_\_, effective on \_\_\_\_\_, and shall conclude on the day of \_\_\_\_\_ (hereinafter referred to as "Lease Term").

**III. THE PROPERTY.** The Landlord agrees to lease the Property (hereinafter referred to as "Premises") located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. The residential premises, with the land area of \_\_\_\_\_, is composed of \_\_\_\_\_ bedrooms, and \_\_\_\_\_ bathrooms.

Other Equipment and Utilities:

The said Premises shall be wholly leased by the Tenant only in compliance with the terms and conditions set forth herein.

**IV. RENT PAYMENT.** The Tenant agrees to pay the amount of \_\_\_\_\_ payable every \_\_\_\_\_ day of the month. If rent is not paid in \_\_\_\_\_, the Landlord may terminate this Lease Agreement. An amount of \_\_\_\_\_ shall be paid by the Tenant to the Landlord for any late payments. Returned checks shall have an additional charge of \_\_\_\_\_.

**V. SECURITY DEPOSIT.** The Tenant shall deposit the amount of \_\_\_\_\_ for the Tenant's faithful performance of the terms and conditions as set forth in this Agreement. The Security Deposit will be returned to the Tenant within \_\_\_\_\_ days after the termination of this Agreement less the damages, resulting from the Tenant's occupancy. The said Security Deposit shall not be credited to any rent payments unless a written consent from the Landlord is provided.

**VI. UTILITIES.** The Tenant agrees to pay the following utilities: water, electricity, cable and/or internet, gasoline, electricity, garbage removal, and sewage. Additional utilities include:

**VII. SMOKING POLICY.** The Tenant shall only be allowed to smoke in the designated smoking area to avoid disputes and complaints from other tenants. Should a Tenant be caught smoking in a non-smoking area, a fee of \_\_\_\_\_ will be charged.

**VIII. PETS.** The Tenant will be allowed a maximum of \_\_\_\_\_ pets only, with the written consent of the Landlord. The Tenant shall be responsible for the pet/s at all times and the pet should be restrained or kept in a leash, kept in a pet carrier, and/or kept in a fenced area. The Tenant will be responsible for the restoration of the property's original condition if damages are caused by the pet.

**IX. POSSESSION.** The Tenant has inspected the property and deems it in good order and hereby accepts the current condition of the property unless otherwise stated. The Tenant may terminate this Lease Agreement should the Landlord fail to transfer the possession on the effective date of this Agreement. The Security Deposit will be returned to the Tenant and other pre-paid fees before the effective date of this Agreement.

**XI. ACCESS.** Upon the execution of this Agreement, the Landlord shall provide the Tenant with keys, cards, or any material of security used to gain access to the Premises or the common areas. The Landlord's consent shall be required for any duplicate copies of the security material as requested by the Tenant. In the event of losses, the Tenant shall pay the corresponding fee of \_\_\_\_\_. In the expiry of this Agreement, all materials of access shall be returned to the Landlord and losses or damages to these materials shall be deducted from the Security Deposit.

**XII. REPAIRS, ALTERATION, AND MAINTENANCE.** The Tenant shall be responsible for maintaining the neatness and cleanliness of the Premises up until the expiration of this Agreement. Any alterations to the Premises by the Tenant shall require the Landlord's consent. The Landlord shall be responsible for the repair of the equipment, appliances, and other items that come with the Premises that belong to the Landlord.

**XIII. SUBLETTING.** The Tenant shall not be allowed to sublet the Premises or any part of the Premises without the written consent of the Landlord.

**XIV. ABANDONMENT.** In the event that the Tenant abandons the Premises for a maximum of \_\_\_\_\_ days or as required by the State law, the Landlord may terminate this Agreement and rid the Premises off of the personal belongings of the Tenant.

**XV. RIGHT OF ENTRY.** The Landlord shall have the right to enter the Premises during normal business hours, given that a notice has been furnished 24 hours prior to the entry. The said entry may be for the following reasons: repairs, maintenance, improvements, inspections, and other related matters. The Landlord has the right to show the Premises to prospective lessees and purchasers alike with a reasonable notice.

**XVI. ASSIGNMENT.** The Tenant shall not assign the Premises, including its rights and interests without the written consent of the Landlord. An approved assignment by the Landlord does not constitute an approval of the next assignment.

**XVII. GUESTS.** Guests of the Tenant shall not be allowed in the Premises for more than \_\_\_\_\_ hours. Should the circumstance require so, a written consent from the Landlord shall be needed.

**XVIII. DEFAULT.** The following grounds shall constitute a default of this Agreement: (i) Tenant's failure to pay the monthly rent as stipulated in this Agreement even after a notice has been given; (ii) The Tenant has provided false information in the rental application; (iii) The Tenant has abandoned the Premises as stipulated in Section XIV; (iv) The Tenant, its guests or its occupants have committed a criminal offense, such as inflicting potential and actual harm to other person and/or the possession or use of an illegal substance; (v) The Tenant, its guests or its occupants have violated health, fire, and safety laws, as well as criminal laws, even with the absence of a conviction or arrest; (vi) Presence of illegal substance and paraphernalia are found in the Premises and/or; (vii) Other grounds of default authorized by law.

**XIX. INDEMNIFICATION.** The Lessee agrees that the Landlord shall not be held liable for any damage or injury caused by the Lessee, or any other person or property, happening on the Premises or any part thereof. The Landlord shall also be held harmless for any claims or damages that may arise during the term of this Agreement.

**XX. NOTICES.** All notices must be forwarded to the Landlord and Tenant in their respective addresses.

**XXI. GOVERNING LAW.** This Agreement shall be in compliance with the laws of the State of \_\_\_\_\_.

**XXII. LEAD BASED PAINT.** If the Premises was built prior to 1978, the Landlord shall be required to provide the Tenant with a flyer that is EPA-approved to monitor and control the dangers of lead-based paint.

**XXIII. OTHER TERMS AND CONDITIONS.**

**XXIV. ENTIRE AGREEMENT.** Both Parties agree to the terms and conditions as set forth in this Agreement, including its attachments and addendums. All previous oral discussions and agreements shall be replaced with this Agreement. Both Parties shall be bound by this Agreement until its conclusion.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LANDLORD'S NAME

\_\_\_\_\_  
TENANT'S NAME