

RESIDENTIAL LANDLORD - TENANT RENTAL AGREEMENT

SECTION 1. The parties to this contract are _____, hereinafter called "Landlord" whose address is _____ and _____, hereinafter called "Tenant". The name and address of the Owner or a person authorized to act on behalf of the Owner is: _____.

SECTION 2. (a) Landlord hereby lets the following property to tenant for the term of this agreement the dwelling unit located at: _____.

(b) Services shall be paid by the party indicated on the following chart:

Table with 6 columns: Service, Landlord, Tenant, Service, Landlord, Tenant. Rows include Electricity, Gas, Water, Garbage Collect, Trash Hauling, and Other (specify).

Tenant agrees to make immediate application for those services for which he or she is responsible.

(c) With respect to the keeping of any animal by Tenant on the premises, the following conditions will apply: _____

SECTION 3.(a) (Delete inapplicable terms) The term of this agreement shall run from month-to-month, beginning on _____ 20____.

OR

The term of this agreement shall be for _____ (specify period), beginning on _____ 20____ and ending on _____ 20____.

(b) Upon expiration of the above rental term, this agreement unless renewed shall continue on a month-to-month basis. Notice to terminate the renewal agreement shall be given in the same manner as set forth in Section 6 of this agreement.

SECTION 4. (a) The monthly rent for the premises shall be \$_____, due and payable at _____ (location for paying rent). The first rental payment is due on the _____ day of _____, 20____ and subsequent rental payments are due on the _____ day of each succeeding month.

(b) If rent is not received by the Landlord or his agent within 5 days of due date, a late charge of \$_____ will be assessed against the tenant and failure to pay the rent and the late charge within 10 days from due date shall be grounds for termination of the rental agreement.

(c) All notices shall be in writing. All notices shall be given to the other party as follows:

To the Tenant at: _____
To the Landlord at: _____

SECTION 5. (a) Tenant shall pay Landlord, upon execution of this agreement, a security deposit of \$_____.

(b) Within 5 days of the initial date of occupancy or upon delivery of possession, the Landlord, or such Landlord's designated representative, and the Tenant shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. This document is attached to this rental agreement and is designated "Inspection and Inventory Record." Duplicate copies of the record shall be signed by the Landlord and the Tenant as an indication the inventory was completed. The Tenant shall be given a copy of the record.

(c) Upon termination of the rental agreement, the security deposit may be applied by the Landlord to the payment of accrued rent and/or damages, if any, which Landlord may have suffered by reason of Tenant's noncompliance with the Landlord-Tenant Act or the rental agreement. Landlord will itemize such losses and send the written itemization to the Tenant.

(d) The Landlord shall return the balance of the security deposit to the Tenant within 14 days after the determination of the amount of the losses, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the Tenant. If the Tenant does not make such a demand within 30 days after termination of the tenancy, the Landlord shall mail the balance of the deposit to the Tenant's last known address.

SECTION 6. (a) The Landlord or the Tenant shall have the right to terminate a week-to-week tenancy by giving written notice to the other at least 7 days prior to the termination date specified in the notice.

(b) The Landlord or the Tenant shall have the right to terminate a month-to-month tenancy by giving written notice to the other party at least 30 days prior to the periodic rental date specified in the notice, provided that not more than 15 days written notice by a Tenant shall be necessary to terminate any such tenancy where the Tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises in a condition as good as he originally took them, reasonable wear and tear expected, as evidenced by the Inspection and Inventory Record.

SECTION 7.(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired and such damage was not caused by the Tenant, the Tenant:

(1) May vacate the premises immediately and shall notify the Landlord in writing within 5 days thereafter of such Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) If continued occupancy is lawful, may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution of the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated pursuant to this section, the Landlord shall return that portion of the security deposit recoverable by the Tenant. Accounting for rent in the event of either termination of the rental agreement or apportionment of rental shall occur as of the date of vacating.

SECTION 8. (a) Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord or his agent.

(b) The Tenant or Tenants entitled under this agreement to occupy this dwelling unit shall not allow any other tenant to occupy this dwelling unit without written approval from the Landlord.

(c) Tenant shall use the property only for residential purposes, except for incidental use in his trade or business, so long as such incidental use does not violate local zoning laws or affect Landlord's ability to obtain any policy of insurance.

(d) No substantial alteration, addition, improvement or redecoration shall be made by Tenant in or to the dwelling unit without the prior written consent of Landlord or his agent.

(e) Tenant agrees not to allow on his premises any excessive noise or other activity which disturbs the peace and enjoyment of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and enjoyment. Any tenant convicted of illegal drug activity on premises has committed a substantial breach of this lease and is subject to all penalties thereof.

(f) The tenant is required to notify the Landlord in writing of any anticipated extended absence from the premises in excess of 7 days, no later than the first day of the extended absence.

SECTION 9. (a) The Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Tenant in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The Landlord may enter the dwelling unit without consent of the Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The Landlord shall not abuse the right of access or use it to harass the Tenant.

SECTION 10. LEAD-BASED PAINT DISCLOSURE: 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

SECTION 11. This agreement constitutes the entire contents of the agreement between the parties. The attached Inspection and Inventory Record is for the orderly determination of the amount of money normally expended for the restoration of the property, furniture, and appliances, reasonable wear and tear expected.

LANDLORD _____

TENANT _____

DATE _____

TENANT _____

DATE _____