

# APARTMENT LEASE

THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION 30 ON ATTORNEY REVIEW FOR SPECIFICS.

## Residential Lease Agreement:

**BETWEEN LANDLORD:** \_\_\_\_\_

Whose address is: \_\_\_\_\_

**AND TENANT:** \_\_\_\_\_

Whose address is: \_\_\_\_\_

Tenant's Social Security #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Soc. Sec. #: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The word "Landlord" as used in this Lease means all landlords listed above. Landlord may exercise rights or perform obligations under this lease through its authorized agents / representatives.

The word "Tenant" as used in this Lease means all tenants listed above.

1. **PROPERTY:** Tenant agrees to lease from Landlord & Landlord agrees to lease to Tenant (single family house) (apartment # \_\_\_\_ ) (townhouse unit # \_\_\_\_ ) having a street address of (referred to as the "Property"):

\_\_\_\_\_  
\_\_\_\_\_

2. **TERM:** The Term of this Lease is for \_\_\_\_ (months) (years) starting on \_\_\_\_\_ & ending on \_\_\_\_\_. This is referred to as the "Term." If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of the Property to the Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then the Tenant may terminate this Lease by giving notice to the Landlord. If the first day of the Term is delayed, then the last day of the Term shall be adjusted accordingly, so that the Term remains for the number of months or years stated above.

3. **RENT:** The **total** rent for the Term of this Lease is: \$\_\_\_\_\_, to be paid as follows: \$\_\_\_\_\_ per month, which is due on the \_\_\_\_ day of each month. Rent shall be payable to: (Landlord address)

\_\_\_\_\_  
\_\_\_\_\_

4. **INITIAL DEPOSIT:** Tenant has paid an initial deposit of \$\_\_\_\_\_ received on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ that will be credited towards \_\_\_\_ the first month's rent or \_\_\_\_ the Security Deposit. The balance shall be paid as follows: First month's rent \$\_\_\_\_\_ Due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . Security Deposit \$\_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

5. **SECURITY DEPOSIT:** Tenant shall pay to the Landlord the sum of \$\_\_\_\_\_ (the "Security Deposit") to assure that the Tenant performs all of the Tenant's obligations under this Lease. Landlord shall comply with all applicable state laws with regard to said Security Deposit. Landlord will deposit said Security Deposit of \$\_\_\_\_\_ into an account at (bank / financial institution name & address) \_\_\_\_\_. Landlord may deduct from the Security Deposit any costs resulting from the Tenant's failure to comply with any of the terms of this Lease. If the Landlord makes any such deductions, then upon demand, the Tenant shall promptly restore the Security Deposit to its original amount. The Security Deposit cannot be used by the Tenant for the payment of rent without written consent of the Landlord.

The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this Lease, the Landlord shall return the Security Deposit, less any charges expended by the Landlord for damages to the Property resulting from the Tenant's occupancy. Any such deductions will be itemized in a statement by the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, registered or certified mail.

If the Landlord sells or transfers the Property during the Term of this Lease, the Landlord will transfer the Security Deposit to the new owner. Landlord shall notify the Tenant, in a commercially reasonable timeframe, of the sales and transfer, as well as the name & address of the new owner. The notice shall be delivered via registered or certified mail within 5 business days

after conveyance of the title. Thereafter, the new owner shall have full and total responsibility regarding said Security Deposit, and Landlord shall have no further responsibility.

6. **LATE PAYMENT PENALTY:** If the Tenant does not pay the rent by the \_\_\_\_ day of the month, Tenant will pay a late charge of \$\_\_\_\_ (1-time penalty) (per-day ). The late charge shall be added to the rent, and shall be considered as additional rent, which is defined in Section 7. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees to pay the Landlord a \$\_\_\_\_ processing charge. In such event, the Landlord reserves the right to demand that future rent payments be made in cash, bank or certified check.

7. **ADDITIONAL RENT:** Landlord may perform any obligations under this Lease which are Tenant's responsibility and which Tenant fails to perform. The cost to Landlord for such performance may be charged to Tenant as "additional rent," which shall be due and payable with the subsequent monthly rent payment. The additional rent may include reasonable attorney's fees incurred by Landlord because of Tenant's failure to perform under this Lease. Landlord has the same rights against Tenant for failure to pay additional rent as Landlord has for Tenant's failure to pay monthly rent. Thus the Landlord may evict Tenant for failure to pay additional rent.

8. **POSSESSION & USE:** The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the property for any trade, business or profession. The Tenant shall not store any flammable, dangerous, or hazardous materials at the Property, other than ordinary household cleaning items. The Property shall not be allowed to be vacant for any extended or unreasonable period of time.

9. **UTILITIES:** The **Tenant** shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be responsible for paying the following utility services:

- Gas
- Electric
- Heat
- Water
- Sewer
- General trash disposal
- Other \_\_\_\_\_

The **Landlord** shall provide and pay for the following utility services:

- Gas
- Electric
- Heat
- Water
- Sewer
- General trash disposal
- Other \_\_\_\_\_

The Tenant agrees not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any damage or loss caused to Tenant or Tenant's property due to an interruption in utility services over which the Landlord has no control. Any such interruptions shall not be grounds for Tenant to reduce or stop paying rent.

10. **NO ASSIGNMENT OR SUBLETTING:** The Tenant may not assign this Lease, sublet all or any part of the Property, or permit any other person to use the Property without the prior written consent of the Landlord. The Landlord may withhold such permission in Landlord's sole and absolute discretion.

11. **VIOLATION, EVICTION & RE-ENTRY:** The Landlord reserves the right of re-entry. This means that if the tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the property.

12. **DAMAGES:** The Tenant is liable for all Landlord's damages caused by Tenant's breach of this Lease. Such damages may include loss of rent, the cost of preparing the property for re-renting, brokerage commission in finding a new tenant as a result of Tenant's eviction or Tenant move-out prior to the end of the Term, as well as reasonable attorney's fees & court costs.

13. **QUIET ENJOYMENT:** The Tenant may occupy the Property without interference, subject to Tenant's compliance with the Terms of this Lease.

14. **TENANT'S REPAIRS & MAINTENANCE:** The Tenant shall (*cross out & initial whatever does not apply*)

- (a) Pay for all repairs, replacements, and damages caused by the acts or negligence of the Tenant, Tenant's family, guests, or visitors. This includes but is not limited to plumbing problems caused by the Tenant.
- (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- (c) Cut the grass and maintain the shrubbery.
- (d) Drive and park vehicles only in designated areas, if any.
- (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located within it.
- (f) Keep nothing in the Property which is flammable, dangerous, or which might increase the risk of fire or some other casualty.
- (g) Promptly notify the Landlord of any condition which requires repair and/or maintenance.
- (h) Use the electric, plumbing, and other systems and facilities in a safe manner.
- (i) Promptly remove all garbage and recyclables from the Property and place it at the curb (or where designated). Use the proper containers in accordance with the proper pick-up schedule.
- (j) Not engage in any activity which may cause a cancellation or increase in the costs of the Landlord's insurance coverage.
- (k) Use no more electricity than the receptacles, wiring, or feeders to the Property can safely carry.
- (l) Obey all instructions, written or otherwise, of the Landlord for the care & use of appliances, equipment, and other personal property.
- (m) Do nothing to destroy, deface, or damage any part of the Property.
- (n) Promptly comply with all rules and orders of the Board of Health or any other governmental authority which are directed to the Tenant.
- (o) Do nothing that interferes with the use and enjoyment of neighboring properties.
- (p) Do nothing to cause any damage to any trees or landscaping on the Property.
- (q) Keep the walks and driveways free from dirt, debris, snow, ice, and any hazardous objects.
- (r) Comply with such rules and regulations that may be published from time to time by the Landlord.

15. **LANDLORD REPAIRS:** The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Property, such as heating, plumbing and electrical systems, within a reasonable time after notice from the Tenant. The Tenant may be liable for the cost of such repairs and replacements pursuant to Section 14. The Landlord shall not be liable for interruption of services or inconvenience resulting from delays in making repairs if due to circumstances beyond the Landlord's reasonable control.

16. **ACCESS TO THE PROPERTY:** The Landlord shall have access to the Property on reasonable notice to the Tenant in order to (a) inspect the interior or exterior of the Property, (b) make necessary repairs, improvements, or alterations, (c) supply services, and (d) show it to prospective buyers, inspectors, contractors, or insurers. The Landlord may enter the Property without prior notice in the event of an emergency or if the Tenant is not home for more than 7 straight days. If this Lease is not renewed per Section 26, of this Lease, Landlord shall then be allowed access to the Property at any time prior to the end of the Term to show the Property to prospective tenants.

17. **NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first obtaining the Landlord's written approval. For example, the Tenant may not:

- (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement that are nailed or tacked down, cemented or glued in;
- (b) Install any locks;
- (c) Affix any wallpaper or other permanent wall decorations;
- (d) Install or alter the electrical, plumbing, heating or air conditioning systems.

When painting (both interior and exterior), Tenant must have Landlord's written permission regarding paint colors. Any painting must be done in a professional manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached, prior to vacating. Any and all improvements, changes and additions made by the Tenant without the Landlord's written consent shall be removed by the Tenant upon demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the beginning of the Term, subject to reasonable wear and tear. All permitted changes, alterations, and improvements shall become the property of the Landlord when completed, shall be fully paid for by the Tenant, and shall remain as part of the Property when the Tenant vacates (unless the Landlord demands that the Tenant

remove them). The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien of claim is filed against the Property, the Tenant shall have it promptly removed.

18. **INSPECTION:** The placement of fire and/or smoke detectors, as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance. If the municipality requires a continued use inspection or a certificate of occupancy prior to occupancy, the Landlord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.

19. **INSURANCE:** The Tenant shall be responsible for obtaining, at the Tenant's sole expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing, and other personal property. The Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request, the Tenant shall periodically provide the Landlord with evidence of Tenant's insurance policy.

20. **FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to the Landlord of any fire or any other casualty which occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is restored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionally.

If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not be obligated to repair or restore any improvements that the Tenant had made to the property.

Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the Property cannot be repaired within 90 days. The Landlord's determination in such regard shall be final, conclusive, and binding on both parties.

The Lease shall end if the property is totally destroyed. The Tenant shall pay rent to the date of the destruction. If the fire or other casualty is caused by the act or neglect of the Tenant, Tenant's family, visitors or guests, the Tenant shall pay for all repairs and other damages.

21. **LIABILITY OF LANDLORD & TENANT:** The Landlord is not legally responsible for any loss, injury, or damage to any person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible for any loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, guests or visitors.

22. **PETS:** Absolutely no dogs, cats or any other pets shall be permitted on the Property.

23. **NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused. If any notice is refused, it shall be considered to have been effectively delivered. Notices shall be given by: (a) personal delivery, (b) or certified mail, return receipt requested, unless applicable law requires a different means of delivery. Notices to the Landlord shall be to the address on the first page of this Lease, and to the Tenant at the Property.

24. **NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained within this Lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.

25. **SEVERABILITY:** If any Term or condition of this Lease is against the law, the remainder of the Lease shall be unaffected and shall continue to be binding on the parties.

26. **RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than \_\_\_\_ days before the expiration of the Terms of this Lease, the Landlord shall notify the Tenant of the proposed Terms of the new Lease. Within \_\_\_\_ days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or rejects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of the Term.

27. **FURNITURE:** If the Property is leased in a furnished condition, or if the Landlord has left personal property to be used by the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this Lease and signed by the Landlord and Tenant.

28. **END OF TERM:** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property, (c) repair any damage including anything caused by moving, (d) make arrangements for final utility readings and pay all final utility bills, and (e) vacate the Property and return all keys to the Landlord in the same condition as it was at the beginning of the Term, less any reasonable wear and tear.

29. **BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and responsibilities.

30. **ATTORNEY REVIEW CLAUSE:**

(a) Study by attorney: The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete his/her review of this Lease within 3 business days. This Lease will be legally binding at the end of this 3-day period unless an attorney for the Tenant or the Landlord reviews and disapproves of the Lease.

(b) Counting the time: You count the 3 days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays, Sundays, or legal holidays. The Tenant and the Landlord may agree in writing to extend this 3-day period.

(c) Notice of Disapproval: If an attorney for the Tenant or the Landlord reviews and disapproves of this Lease, the attorney must notify the other party named in this Lease within the 3-day period. Otherwise this Lease will become legally binding as written. The attorney must send the notice of disapproval by certified mail or personal delivery. These will become effective upon sending. The attorney may also, but does not need to, suggest revisions to the Lease that would make it satisfactory.

31. **LEAD BASED PAINT ACKNOWLEDGEMENT:** (applied to dwellings built before 1978) The Tenant acknowledges receipt of the EPA pamphlet, "*Protect Your Family from Lead in Your Home.*" Moreover, a copy of the document entitled "*Disclosure of Information on Lead-Based Paint*" has been fully completed, signed by Tenant and Landlord, and is appended to, and made part of, this Lease.

32. **CARBON MONOXIDE SENSOR DEVICE:** If the Property is a multiple dwelling, the installation of carbon monoxide sensor devices shall be the responsibility of the Landlord, as required by law.

33. **OTHER LEASE PROVISIONS, IF ANY:**

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\_\_\_\_\_  
(Landlord Signature)

\_\_\_\_\_  
(Tenant Signature)

\_\_\_\_\_  
(Landlord Print Name)

\_\_\_\_\_  
(Tenant Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)