

RESIDENTIAL LEASE -- Variable Provisions

1. **PARTIES.** *Name(s), Phone & Address for Notices and Rental Payments:*

a. Landlord:

b. Tenant(s):

2. **PREMISES.** *Name of Property (if any), Unit Number, Address or Location, City, & State*

3. **LEASE TERM.** *Length of term: years / months;*

commencing:, terminating

4. **RENTALS & PAYMENTS.**

a. *Monthly Rent of \$ is due on the day of each month, with a late charge of per day after a five day grace period.*

b. *\$ Security Deposit and \$ Cleaning Deposit are due upon signing.*

c. *All utilities - electrical, gas (if any), water, telephone, & trash removal - to be purchased by Tenant; except the following:*

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5. **PETS.** *Without special prior written permission of Landlord, and a related pet deposit, absolutely no pets will be allowed or kept by Tenant anywhere on the Premises, except for the following:*

Indoors: Outdoors:

6. **ADDITIONAL PROVISIONS:**

7. **SIGNATURES:**

Tenant(s):

By signing above Tenant accepts the foregoing Variable Provisions and the following Standard Provisions.

Landlord: **Date:**

RESIDENTIAL LEASE -- Standard Provisions

8. MAINTENANCE & REPAIR.

a. By Tenant: Tenant shall maintain the Premises in a clean, neat, undamaged and unaltered condition; dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner; keep and use all plumbing, electrical, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a clean and reasonable manner; and generally conduct himself and others in his charge in a manner so as not to disturb any neighbors nor to in any way deface, damage or otherwise destroy any part of the Premises. Tenant agrees to request all repairs and services in writing, and to immediately notify Landlord in the case of an emergency or other urgency, including a malfunction of equipment or utilities, or damage by fire, water, or other cause.

b. By Landlord: Landlord shall make all repairs necessary to put the Premises in a fit and habitable condition, keep all common areas in a clean and safe condition, and maintain in a good and safe working order all plumbing and electrical facilities which Landlord shall supply. Upon the receipt of written notice of the need for repairs or maintenance, the Landlord will schedule any needed repairs or maintenance as the earliest reasonable convenience, and, in the event of an emergency or other urgency, shall act with due diligence.

9. ACCESS & INSPECTION. Except in the case of an emergency, or where there is reason to believe that the Premises have been abandoned, Landlord shall give Tenant two days notice before exercising its right of reasonable access and may then enter the Premises to inspect, repair, maintain or show them.

10. LANDLORD'S LIABILITY. Except where due to grossly negligent or intentional misconduct of Landlord, Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) caused by other tenants or persons or from theft, vandalism, fire, water, rain, hail, smoke, explosions or other causes whatsoever. Tenant is advised to carry renter's insurance to protect himself and his property. This Lease may not be assigned or sublet without the express prior written consent of Landlord, and Landlord shall not be liable in any way to any such unapproved assignees or subtenants.

11. INTERPRETATION. Wherever the parties, term, premises, rentals, or other variable terms are referred to or defined in this Lease, they shall be those identified and provided in the preceding Variable Provisions, and the Variable Provisions shall prevail over these Standard Provisions in the event of a conflict between them.

12. DEFAULT. If either Tenant or Landlord shall fail to perform under this Lease or the applicable statutes, the other party shall have the right, after sending the applicable written notice, to use all remedies provided by law. The prevailing party shall be awarded all costs, attorneys fees and other expenses of enforcing this Lease.

13. NOTICES. All notices delivered hereunder shall be sent certified mail or hand-delivered to the addresses provided for in the Variable Provisions or to the Tenant at the Premises.

14. TERMINATION WITHOUT CAUSE. To terminate this Lease without cause, either party may give the other written notice 30 or more days before the end of the Lease Term terminating the Lease thereon, failing which, it shall continue on a month-to-month basis, and, either party may then terminate the Lease by giving the other written notice of a specific termination date 30 or more days before the rental due date for the month during which the Lease is to terminate.

15. SECURITY DEPOSIT REFUND. The Security Deposit shall not be refundable unless and until 14 days after the Tenant has properly terminated this Lease, surrendered possession of the Premises to Landlord (with two days prior notice of a request for a move-out inspection), and requested the return of such deposit. Landlord shall then provide an itemized list of any amounts withheld for rentals remaining due or for damages to the rental unit beyond normal wear and tear.

16. EXECUTION OF LEASE. This Lease shall become effective when executed by all Parties, and may be executed in two or more counterparts, each, and all of which together, shall be deemed an original.