

Residential Lease Agreement

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RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is made and entered into as of [DATE] (the "Effective Date"), by and between [LANDLORD NAME] ("Landlord"), whose mailing address for notices is [LANDLORD NOTICE ADDRESS], and the following tenant(s) (each a "Tenant" and collectively, "Tenants"):

Tenant(s): [TENANT NAME 1]; [TENANT NAME 2]; [TENANT NAME 3]

Tenant Notice Address: [TENANT NOTICE ADDRESS]

1. PREMISES.

1.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the residential premises located at [PROPERTY ADDRESS], [CITY], [COUNTY], [STATE] (the "Premises"), together with the fixtures, appliances, and parking space(s) described as: [DESCRIPTION OF FIXTURES/APPLIANCES/PARKING].

2. TERM.

2.1. Term. The term of this Agreement shall begin on [LEASE START DATE] and end on [LEASE END DATE], unless earlier terminated in accordance with this Agreement (the "Term").

2.2. Renewal. [OPTIONAL: This Agreement shall [AUTOMATICALLY RENEW/NOT RENEW] for an additional term of [RENEWAL TERM] unless either party gives written notice of non-renewal at least [RENEWAL NOTICE DAYS] days prior to the expiration of the then-current term.]

3. RENT.

3.1. Rent Amount. Tenant shall pay to Landlord monthly rent of [RENT AMOUNT] dollars (\$[RENT AMOUNT]) ("Rent").

3.2. Due Date; Place of Payment. Rent is due on the [RENT DUE DAY] day of each month, beginning [FIRST RENT DUE DATE], at [LANDLORD PAYMENT ADDRESS OR PAYMENT INSTRUCTIONS], or at such other place designated by Landlord in writing.

3.3. Grace Period and Late Fees. If Rent is not received by Landlord within [GRACE PERIOD DAYS] days after the due date, Tenant shall pay a late fee of [LATE FEE AMOUNT OR PERCENTAGE] or [\$LATE_FEE_FLAT AMOUNT], and additional interest at a rate of [INTEREST RATE]% per annum on the unpaid balance until paid, to the extent permitted by law.

3.4. Returned Check Fee. Tenant shall pay a returned check fee of [RETURNED CHECK FEE] for any check returned for insufficient funds.

3.5. Security Deposit. Tenant shall deposit with Landlord the sum of [SECURITY DEPOSIT] dollars (\$[SECURITY DEPOSIT]) as a security deposit to secure Tenant's performance of this Agreement. The security deposit will be held in accordance with applicable law and may be applied to unpaid Rent, damages beyond normal wear and tear, cleaning, and other sums due under this Agreement.

3.6. Security Deposit Return. Landlord shall return the security deposit, less lawful deductions, within [DAYS FOR RETURN] days after the termination of tenancy and delivery of possession by Tenant, together with an itemized accounting of deductions as required by law.

4. USE AND OCCUPANCY.

4.1. Residential Use Only. The Premises shall be used solely for residential purposes by no more than [MAX OCCUPANTS] persons. No business or commercial activity may be conducted on the Premises without Landlord's prior written consent.

4.2. Compliance with Law. Tenant shall comply with all applicable statutes, ordinances, rules, and regulations and with any homeowners' association rules if applicable.

4.3. Nuisance/Illegal Activity. Tenant shall not commit or permit any nuisance or any illegal activity on the Premises. Any criminal activity by Tenant or Tenant's guests that affects the safety or right to peaceful enjoyment by others is grounds for immediate termination.

5. UTILITIES AND SERVICES.

5.1. Tenant shall be responsible for payment of the following utilities and services: [LIST OF UTILITIES PAYABLE BY TENANT, E.G., ELECTRICITY, GAS, WATER, SEWER, TRASH, CABLE, INTERNET].

5.2. Landlord shall be responsible for payment of the following utilities and services: [LIST OF UTILITIES PAYABLE BY LANDLORD, IF ANY].

5.3. Tenant shall not permit utilities to be disconnected for nonpayment and shall provide proof of payment upon request.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS.

6.1. Tenant Responsibilities. Tenant shall keep the Premises in a clean and sanitary condition, promptly notify Landlord of any damage or needed repairs, and be responsible for damages caused by Tenant or Tenant's guests, beyond ordinary wear and tear.

6.2. Landlord Responsibilities. Landlord shall be responsible for making repairs to structural elements, major systems (heating, plumbing, electrical), and other repairs as required by law.

6.3. Alterations. Tenant shall not make any structural alterations, improvements, or additions to the Premises without Landlord's prior written consent. Non-structural alterations may be permitted with Landlord's written approval and may require restoration at Tenant's expense.

6.4. Entry for Repairs. Landlord may enter the Premises to make repairs or inspect conditions upon reasonable notice as required by law, except in emergencies when no notice is required.

7. RIGHT OF ENTRY.

7.1. Landlord or Landlord's agents may enter the Premises during reasonable hours upon [NOTICE PERIOD FOR ENTRY (E.G., 24 HOURS)] notice to (a) inspect the Premises, (b) make necessary or agreed repairs, decorations, alterations, or improvements, (c) supply necessary or agreed services, or (d) exhibit the Premises to prospective purchasers, mortgagees, tenants, or contractors. Entry for emergencies may be made without notice.

8. ASSIGNMENT AND SUBLETTING.

8.1. Tenant shall not assign this Agreement, transfer possession, or sublet the Premises or any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord's written consent shall be void and constitute a breach of this Agreement.

9. PETS.

9.1. Pets: [PETS ALLOWED: YES/NO]. If pets are permitted, Tenant shall pay a non-refundable pet fee of [PET FEE] and/or a refundable pet deposit of [PET DEPOSIT]. Tenant shall be responsible for any damage or nuisance caused by pets and for compliance with local leash and licensing laws.

10. SMOKING.

10.1. Smoking: [SMOKING ALLOWED: YES/NO]. If smoking is prohibited, Tenant and guests shall not smoke or permit smoking on the Premises, including balconies, patios, and common areas.

11. INSURANCE.

11.1. Tenant is strongly encouraged to obtain and maintain renter's insurance covering Tenant's personal property and liability. Landlord's insurance does not cover Tenant's personal property.

12. HOLDOVER.

12.1. If Tenant remains in possession of the Premises after the expiration of the Term without Landlord's written consent, Tenant shall be a month-to-month tenant at a rent equal to [HOLDOVER RENT AMOUNT OR MULTIPLE] times the monthly Rent, and shall otherwise remain subject to all terms of this Agreement. Landlord reserves all rights to pursue eviction and damages for holdover.

13. DEFAULT AND REMEDIES.

13.1. Events of Default. The following shall constitute a default by Tenant: (a) failure to pay Rent when due and to cure within applicable notice periods, (b) violation of any material term of this Agreement, (c) abandonment of the Premises, or (d) filing of a petition in bankruptcy by Tenant.

13.2. Remedies. Upon Tenant's default, Landlord may pursue any remedies available under law, including termination of tenancy, recovery of possession, damages, unpaid Rent, and costs of collection, including reasonable attorney's fees to the extent permitted by law.

13.3. Attorney's Fees. If either party brings an action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, to the extent permitted by applicable law.

14. EARLY TERMINATION.

14.1. Tenant's Early Termination. Tenant may not terminate this Agreement prior to the end of the Term except as otherwise provided herein or by law. [OPTIONAL: Early termination is permitted if Tenant pays an early termination fee of [EARLY_TERMINATION_FEE] and provides [EARLY_TERMINATION_NOTICE DAYS] days' written notice.] Landlord shall mitigate damages as required by law.

14.2. Military Clause. If Tenant is an active-duty member of the U.S. military who receives orders for a permanent change of station or deployment for a period of at least [MILITARY_CLAUSE_MIN_MONTHS] months, Tenant may terminate this Agreement in accordance with the Servicemembers Civil Relief Act by providing proper written notice and documentation.

15. LEAD-BASED PAINT AND HAZARDS DISCLOSURE.

15.1. (For Premises built before 1978) Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Landlord has provided Tenant with the EPA-approved pamphlet "Protect Your Family From Lead In Your Home" and the following disclosures:

- (a) Presence of lead-based paint and/or lead-based paint hazards: [LEAD PAINT KNOWN? YES/NO]
- (b) Records and reports available to Landlord: [DESCRIBE RECORDS OR "NONE KNOWN"].

Tenant acknowledges receipt of the pamphlet and the disclosures by signing below.

16. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS.

16.1. Landlord represents that the Premises is equipped with [NUMBER] smoke detector(s) and [NUMBER] carbon monoxide detector(s) as required by law. Tenant shall test and maintain batteries and shall promptly notify Landlord of any malfunction.

17. ENVIRONMENTAL HAZARDS.

17.1. Tenant agrees not to store, use, or dispose of hazardous materials on the Premises except in compliance with applicable law. Tenant shall immediately notify Landlord of any release or suspected release of hazardous materials.

18. NOTICES.

18.1. All notices required or permitted under this Agreement shall be in writing and delivered in person, by certified mail (return receipt requested), or by commercial overnight courier to the addresses set forth above or to such other address as either party may designate by written notice. Notice shall be deemed

given on the date of delivery.

19. GOVERNING LAW.

19.1. This Agreement shall be governed by, and construed in accordance with, the laws of the State of [STATE], without regard to conflict of laws principles.

20. DISPUTE RESOLUTION.

20.1. [OPTIONAL: Arbitration/Mediation] Any dispute arising out of or relating to this Agreement shall be resolved by [ARBITRATION/MEDIATION] in [COUNTY], [STATE], under the rules of [ARBITRATION PROVIDER] then in effect. Judgment on any arbitration award may be entered in any court of competent jurisdiction.

21. ADDITIONAL DISCLOSURES AND ATTACHMENTS.

21.1. The following additional disclosures and attachments are incorporated into this Agreement and provided to Tenant: [LIST: MOVE-IN CHECKLIST, INVENTORY LIST, HOA RULES, RENTER'S INSURANCE REQUIREMENT, OTHER DISCLOSURES].

22. SEVERABILITY.

22.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions hereof.

23. WAIVER.

23.1. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce it in the future.

24. ENTIRE AGREEMENT.

24.1. This Agreement (including any attachments and addenda) constitutes the entire agreement between Landlord and Tenant relating to the Premises and supersedes all prior or contemporaneous oral or written agreements concerning the same.

25. MOVE-IN CONDITION.

25.1. Tenant acknowledges that Tenant has examined the Premises and accepts it in its present condition, except as otherwise noted on the attached Move-In/Inspection Checklist. Tenant shall return the Premises in substantially the same condition, ordinary wear and tear excepted.

26. SIGNATURES.

26.1. By signing below, the parties acknowledge that they have read and understood this Agreement, that they agree to be bound by its terms, and that they have received a copy of this Agreement.

LANDLORD:

Signature: _____

Printed Name: [LANDLORD NAME]

Date: [LANDLORD SIGNATURE DATE]

Address for Notices: [LANDLORD NOTICE ADDRESS]

TENANT(S):

Signature: _____

Printed Name: [TENANT NAME 1]

Date: [TENANT 1 SIGNATURE DATE]

Current Address: [TENANT CURRENT ADDRESS]

Signature: _____

Printed Name: [TENANT NAME 2]

Date: [TENANT 2 SIGNATURE DATE]

Current Address: [TENANT CURRENT ADDRESS]

(Additional signature lines as needed for additional tenants.)

27. ADDENDA AND SPECIAL CONDITIONS.

27.1. The following addenda and special conditions are attached and incorporated by reference: [LIST OF ADDENDA, E.G., PET ADDENDUM, LEAD-BASED PAINT DISCLOSURE, MOVE-IN CHECKLIST, HOA RULES, LEASE GUARANTY].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

[OPTIONAL FORM: ACKNOWLEDGMENT OF RECEIPT OF MOVE-IN INSPECTION CHECKLIST]

Tenant acknowledges receipt of a completed Move-In/Inspection Checklist on or before the date of occupancy: _____ (initials)

[OPTIONAL FORM: GUARANTY]

If applicable, the undersigned Guarantor guarantees the performance of Tenant under this Agreement pursuant to the terms of a separate Guaranty Agreement attached hereto as [GUARANTY ATTACHMENT IDENTIFIER].

ADDITIONAL NOTES/INSTRUCTIONS FOR USE:

- Replace all bracketed placeholders (e.g., [LANDLORD NAME], [RENT AMOUNT], [STATE]) with specific information.
- Review applicable state and local laws for required disclosures, permitted fees, notice periods, and consumer protections. Adjust timeframes, fee amounts, and statutory clauses to comply with local requirements.
- Use the optional and conditional clauses only if applicable and initial/attach addenda where indicated.
- Consider obtaining legal review to ensure the lease conforms to current law and local ordinances.

END OF RESIDENTIAL LEASE AGREEMENT

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.