



Lesson 4—Handout 2

Lease Agreement



Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 20 ____, by and between _____ hereinafter referred to as "Landlord" and _____ hereinafter referred to as "Tenant".

1. Tenant shall pay as rent the sum of \$ _____ per month, due and payable monthly, in advance, no later than 5:00 p.m. by the fourth day of every month. Tenant further agrees to pay a late charge of \$ _____ for each day rent is not received after the fourth of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ _____ will be paid to Landlord for all dishonored checks.

2. Tenant agrees to use said dwelling as living quarters only for _____ adults and _____ children, namely:

and to pay \$50.00 each month for each other person who shall occupy the premises in any capacity.

Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of \$185.00 upon vacating the premises. The carpets are to be professionally cleaned. If you prefer that we have the carpets cleaned for you, the charge will be billed to you. Carpet cleaning costs are in addition to cleaning charge.

3. PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD. As additional rent, Tenant agrees to pay a non-refundable pet fee of \$25.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "B", and incorporated herein by reference. PET NAMES AND DESCRIPTION: _____

4. Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees or other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.

IMPROVEMENTS TO PROPERTY—Any improvements to the property made by tenant inside or outside must not be removed without written permission from the property manager. This includes landscaping, shrubs, flowers, walkways, out buildings such as storage sheds and playhouses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements include but are not limited to the following: installation of ceiling fans, book shelves, shelving, light fixtures, etc.

5. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom, removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

6. Tenant is responsible for all plumbing repairs including faucets, leaks, stopped-up pipes, frozen pipes, water damage, and bathroom caulking.

YOU SHOULD READ AND UNDERSTAND THIS LEASE. IT IS A LEGAL AND BINDING CONTRACT.

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS _____ DAY OF _____ 20 ____,

at _____.

(Address, City and State)

Tenant _____

Landlord, Property manager or Agent _____



Lesson 4—Handout 2

Lease Agreement (Cont.)

The example residential agreement is not an all-inclusive list of items that can be found in a lease agreement. Below you will find additional sections that were not mentioned in the sample lease agreement.

Instructions: Select three common sections that can be found in a lease agreement below. Research each section to learn more. After your research is complete, summarize and answer the questions for each section.

- Landscaping.
- Landlord duties: repair and maintenance.
- Early termination.
- Access to premises.
- Rules and regulations on smoking/illegal activity.
- Direct deposit.
- Use of common areas.
- Subleasing.

1. Summarize research for _____ section.

Why would a tenant want to have this included in the lease agreement?

What are the advantages of the landlord including these in the lease agreement?

2. Summarize research for _____ section.

Why would a tenant want to have this included in the lease agreement?

What are the advantages of the landlord including these in the lease agreement?

3. Summarize research for _____ section.

Why would a tenant want to have this included in the lease agreement?

What are the advantages of the landlord including these in the lease agreement?