

RENTAL AGREEMENT

SAMPLE

1. The LANDORD leases to the TENANT and the TENANT leases from the LANDLORD at the address known as :

For the term commencing on the 13<sup>th</sup> day of April , 2014 and ending on the 1<sup>st</sup> day of May 2015 at the monthly rental rate of \$810 , subject to the adjustments as hereinafter provided.

**NOTE: If rent is paid by midnight of the 3<sup>rd</sup> of the month, please take a \$10 courtesy discount.**

2. The monthly rental stipulated herein shall not include the cost of utilities. The utilities as such shall be the expense of the TENANT, including meter deposits whenever required by the utility companies.
3. Said rent shall be payable monthly in advance on or before Noon the 1<sup>st</sup> day of each month to the LANDLORD or to such person as the LANDLORD from time to time designates. If the rent is paid by the 3<sup>rd</sup> of the month, please take a \$10.00 discount. In addition, a late fee of \$10 per day will be assessed after the 5<sup>th</sup> of the month. All late fees will continue to accrue until all rent and late fees are paid in full. After the 10<sup>th</sup> of the month, TENANT will be considered in default, and landlord may take appropriate actions as provided hereinafter.
  - 3a. There is a \$25.00 return check charge, in addition to any other bank fees which may be passed along directly to the TENANT. In the event that a bad check is written, LANDLORD, at his option, may require all future rent payments to be made in the form of cash, cashier's check, or money order.
4. Unless terminated as provided herein, this lease shall automatically renew for successive terms of one month each at the aforesaid rental, payable in advance without demand on the aforementioned day of each month. Either party may terminate this lease at the end of the initial term or any successive term by giving 60 days notice in writing in advance via certified mail. Failure to provide notice will result in damages payable to the landlord of no less than 60 days of rent, and automatic forfeiture of any damage deposit(s).
5. TENANT agrees that the family income, family composition and other deemed eligibility requirements shall be deemed substantial and material obligations of his tenancy with respect to the amount of rental he will be obligated to pay and his right of occupancy.
6. The TENANT shall not assign this lease, sublet the premises, give accommodations to any roomers or lodgers, or permit use of the premises for any purpose other than as a private dwelling solely for the TENANT and his family consisting of the following named persons: none
7. TENANT for himself/herself and heirs, executors, and administrators agrees:
  - a. to pay rent herein stated promptly when due, without any deductions whatsoever and without any obligations on the part of the LANDLORD to make the demand for the same.
  - b. To keep the premises in a clean and sanitary condition and to comply with all laws, health, and policy requirements, with respect to said premises and appurtenances, and to save the LANDLORD harmless of all fines, penalties, and cost for violations or non-compliances by

- TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or non-compliance.
- c. Not to use premises for any purpose deemed hazardous by insurance companies carrying the insurance thereon.
  - d. That if any damage to the property shall be caused by his acts or neglect, the TENANT shall forthwith repair such damage at his own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the landlord may at his options, make such repairs and charge the cost thereof to the TENANT and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused.
  - e. To permit the LANDLORD, or his agents or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employee of any contractor, utility company, municipal agency, or others to enter the premises for the purpose of making reasonable inspections, repairs, and replacements.
  - f. To have no animals or pets of any kind on the premises other than those expressly permitted by the LANDLORD.
8. The TENANT by the execution of this agreement, admits that the dwelling unit as described herein has been inspected by him and meets his approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed, and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor or service which it has performed for the TENANT unless the LANDLORD agrees to perform such service. The TENANT admits that the premises are in a tenantable condition and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear expected.
  9. No alteration, additions, or improvements shall be made in or to the premises without the prior consent of the landlord.
  10. TENANT agrees not to place fixtures, signs, or fences on or about the premises without the prior permission of the LANDLORD. If such permission is granted, TENANT agrees upon termination of the lease to remove any fixtures, signs, or fences at the option of the LANDLORD, without damage to the premises.
  11. TENANT hereby makes a deposit of \$500 against any damage except reasonable wear done to the premises by the TENANT, his family, guests, or agents. Upon termination of this lease, the deposit is to be refunded to the TENANT after it has been applied to any such damage. The deposit is paid as security and damage deposit and not as payment of rental, final or otherwise.

PET DEPOSIT – TENANT makes a \$100 pet service fee. It is agreed by the tenant that any damage caused by the pet allowed is the responsibility of the TENANT and if any damage is caused, the TENANT is responsible and agrees to pay for all such damages upon demand by LANDLORD. TENANT is allowed one pet which is a dog (fox terrier) which is housebroken.

12. TENANT further agrees that if he/she should fail to pay the rent herein stipulated promptly when due, a \$10.00 per day late fee will be assessed (see page 1, item 3) If TENANT should fail to comply with any and all other provisions of this agreement, or in the event that this agreement shall terminate pursuant to the provisions hereof, then in any of said cases it shall be lawful for the LANDLORD, at his election or option to reenter and take possession, the TENANT hereby waiving any and all notices to vacate the premises thereupon, this agreement shall terminate.

If TENANT abandons, vacates, or is evicted from the property, any property left on the premises will be considered abandoned and disposed of at the LANDLORD discretion.

13. If TENANT defaults in making any payment required by this agreement and the LANDLORD has obtained the services of an attorney with respect to the collections thereof, the TENANT covenants and agrees to pay the LANDLORD any and all cost of fees involved. The TENANT further agrees to pay all fees, court cost, collections fees, or other costs associated with the LANDLORD's efforts to collect all past due monies due.
  
14. Failure of the LANDLORD to insist upon the strict performance of terms, covenants, agreements and conditions herein combined, shall not be considered or construed as a waiver or relinquishment of the LANDLORD's right hereafter to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.
  
15. TENANT also agrees:
  - a. Minimum amount of nail holes in the walls, using picture hanging tape where possible.
  - b. Disturbing noises from radios, stereo, entertainment are to be kept to a minimum so as not to disturb the surrounding neighbors.
  - c. Trash, garbage and rubbish are to be kept in closed containers and out of sight whenever, possible. TENANT agrees to remove these items from the premises on a regular basis. Cost of a weekly trash pick up is to be paid by the TENANT.
  - d. Only absolute emergencies shall receive attention before 7:30am or after 9:00pm being the latest regular hour.
  - e. To cut the grass a minimum of every three weeks. In the event the yard is not cut, LANDLORD, may at his option have the yard cut for a charge of a minimum of \$25.00 not to exceed \$50.00
  - f. TENANT is responsible for the first \$50.00 of any repair necessary during term of lease. If the tenant caused the damage, then the tenant will be responsible for 100% of repair, including labor to be billed at a rate of no less than \$25 an hour.
  
16. TENANT hereby agrees to provide and maintain a renter insurance policy which will protect tenant's belongings and tenant liability insurance. Such policy will cover repairs for damages to the dwelling in the event of an accident by TENANT or visitor to TENANT. TENANT will provide proof of insurance to the LANDLORD with LANDLORD being named as co-insured on the policy.
  
17. Changes in rental amount are as follows:
  - a. In the event that the LANDLORD deems it necessary to increase rental amounts, TENANT will be given 20 days notice of such increase and the increase will begin with the next installment due.

Sample Tenant  
TENANT

01/23/45  
date

Sample Tenant  
TENANT

01/23/45  
date

Landlord  
LANDLORD

01/23/45  
date