

RESIDENTIAL LEASE AGREEMENT

This Agreement of Lease, dated DATE is between , OneSeven Realty Inc. as Agent and , Tenant(s):

Lease Contacts

Name(s)-TENANT NAME

Phone - TENANT PHONE

It is expressly understood that this agreement is between Landlord and each signatory individually and severally. In the event of default by one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of this agreement.

WITNESSETH

1. DESCRIPTION AND TERMS: That Lessor, in consideration of the rent received herein to be paid by said Tenant (s) and of the other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Tenant, does hereby let and lease unto said tenant the premises known as UNIT ADDRESS to be used and occupied by said Tenant as a residence, and for no other purpose, for the period beginning DATE and ending DATE. In event possession cannot be obtained by Tenant on the date provided for in this lease for any cause or reason, and then the Lessor shall not be liable in damages to tenant. Under such circumstances, no rent shall be charged until possession can be obtained.

2. RENT: That Tenant, in consideration of the use of the demised premises and of the covenants and agreements made herein by Lessor, leases said premises and does hereby promise to pay \$RENT as the total monthly rental sum in lawful money of the United States to OneSeven Realty, Inc., authorized agent of owner. Rent is due in on the 1st day of each and every month, at \$RENT per month, beginning on DATE. If rent is paid after the 5th of the month, there will be a late charge assessed of \$25.

- **RETURNED CHECK CHARGE:** Any rent payment returned to Agent by bank for insufficient funds or other like reason will incur an additional charge of \$25.00. If Tenant (s) presents more than one check which is returned unpaid, all subsequent payments be made by cash, certified check, or money order.
 - **FAILURE TO MAKE PAYMENT:** Upon failure by the Tenant to make any payment of rent when it is due, or if the Tenant shall breach any other covenant (s), agreement (s), or condition (s) herein contained, the Landlord shall have the right to begin legal proceedings through Magistrate's Court and to take appropriate legal steps to collect all sums due from Tenant (s). If the premises are abandoned, deserted, or vacated, the lessor or his agents may re-enter and repossess the said premises. The Tenant shall be liable to said Lessor for all losses sustained, costs and expenses incurred, including, but not limited to legal fees, resulting from Tenant (s) breach of this agreement and legal actions instituted as a result thereof. Landlord shall also have all other legal rights and remedies otherwise available to it.
- 3. DEPOSITS:** A Security Deposit of \$RENT will be required upon move-in.
- **SECURITY DEPOSIT** - The security deposit collected form the Tenant shall be refunded to the Tenant within 30 days after the premises have been vacated, providing upon inspection the premises are found to be in as good condition as they were at the beginning of the lease, normal wear and tear excepted, and provided the covenants, agreements, and conditions on the part of Tenant have been complied with entirely.

4. CONDITIONS OF PREMISES: Tenant accepts the premises and appliances in their present condition. Failure to return completed move-in inspection form noting pre-existing conditions precludes the Tenant from claiming any defect in the premises existed upon Tenant's initial occupancy: **NO PETS ALLOWED UNLESS AUTHORIZED BY LANDLORD IN WRITING.** If pets are harbored after move-in, agent may decide to evict the tenant with 3 days notice, and/or add \$150 non-refundable pet fee account.

NO POOLS ARE ALLOWED.

TENANT IS RESPONSIBLE FOR SNOW REMOVAL.

5. IT IS EXPECTED THE TENANT WILL PRACTICE GOOD HOUSEKEEPING: Tenant agrees to maintain the premises in a good, clean condition, excepting reasonable wear and tear, and make no alterations or additions thereon without the written consent of the agent. It is expressly understood the Tenant will maintain at Tenant (s) expense the following items:

- To keep sinks, lavatories, and commodes open; provided they are open when the premises are accepted. (Notice of any malfunction must be reported within 5 days of occupancy. Landlord will pay to remove roots from sewer lines.)
- To replace all broken glass.
- To repair any damage to interior or exterior walls; electrical or plumbing fixtures, screens, doors and other furnishings..
- To keep the grounds free from unsightly objects and debris.
- To keep the lawn mowed, the shrubbery trimmed and the gutters cleaned (except Apartments and Condominiums).
- To pay for all utilities used while occupying said premises, with the following exceptions
- To repay Lessor for any service to the heating system caused by Tenant's misuse or inadequate supply of fuel. To keep heating and air conditioning filter changed monthly.
- To repay Lessor for the cost of all repairs made necessary by negligent or careless use of said premises.
- To be responsible for pest control (except Termite protection)
- To be responsible for service charge if no repair is necessary from tenant reported problem.

6. THE TENANT AGREES TO PROMPTLY REPORT TO THE AGENT ANY REPAIRS WHICH NEED TO BE MADE TO THE PROPERTY. NO TENANT INCURRED EXPENSE SHALL BE DEDUCTED FROM THE MONTHLY RENT UNDER ANY CIRCUMSTANCES WHATSOEVER.

Neither Lessor or Agent accepts responsibility for injury or damages resulting from unreported deficiencies.

7. RIGHT OF REENTRY: Tenant (s) agrees to permit the Lessor or his agents to enter the premises at reasonable hours for the purpose of making inspections and repairs, after first notifying the tenant. The Tenant also agrees to permit the Lessor or his agents to enter these premises in case of fire, storm, or need for emergency repair.

8. ASSIGNMENT OR SUBLETTING: The Tenant further covenants that he will NOT allow anyone the share said premises, keep roomers or boarders, no assign, sublet, or transfer said premises or any part thereof without the Lessor's written consent.

9. SPACE HEATING: The Tenant's use of kerosene heaters in the leased premises is forbidden by the Landlord. If the Tenant uses an electric space heater in the leased premises, the Tenant is totally and completely liable and responsible for any damages done to the leased premises which are caused by the use of an electric space heater (SE). The Tenant will pay for the correction and repair of said damages to the leases premises.

10. MOVE OUT NOTICE: No verbal notice of intent to vacate will be accepted. A 30 day written notice to vacate must be given prior to the lease expiration. Such notice will be effective from the 1st or 15th of the month.

11. CLEANING PREMISES UPON VACATING: Upon vacating premises, Tenant promises:

- To pay all rent due in full,
- To thoroughly clean the residence and remove all trash and other debris from the premises.
- To lock and fasten all doors and windows.
- To return all keys for the premises to the agent.

12. NON-LIABILITY OF LANDLORD: The Tenant covenants that neither the Landlord nor his agent shall be liable for any damages of injury of the Tenant, the Tenant's agents, or employees or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are a part, and further to indemnify and save the Landlord harmless from all claims of every kind and nature.

13. BINDING NATURE OF THIS LEASE: This lease shall be binding upon the parties, their heirs, representatives, and assigns.

IF ANY PART OF THIS LEASE IS NOT FULLY UNDERSTOOD COMPETENT LEGAL ADVICE SHOULD BE SOUGHT.

SEE LEASE ADDENDUM

IT IS RECOMMENDED THAT TENANT (S) SECURE INSURANCE AGAINST PERSONAL LIABILITY INJURY OR LOSS OF PERSONAL BELONGINGS.

The undersigned Resident(s) acknowledge(s) have read and understood the foregoing, and receipt of a duplicate original.

Owner/Agent: _____

Resident: _____

Resident: _____