

LEASE AGREEMENT

Sample

THIS LEASE AGREEMENT, MADE AND ENTERED INTO THIS THE ____ DAY OF _____, BY & BETWEEN KWG PROPERTIES LLC THEREINAFTER REFERRED TO AS "LANDLORD," AND _____, AND _____, HEREINAFTER COLLECTIVELY REFERRED TO AS "TENANT."

WITNESSETH:

1. TERMS AND RENTAL AMOUNT

THAT IN CONSIDERATION OF THE PREMISES, RENTS AND COVENANTS HEREIN EXPRESSED, LANDLORD HEREBY LEASES TO TENANT AND TENANT RENTS FROM LANDLORD, UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, THE UNFURNISHED RESIDENTIAL PROPERTY LOCATED AT _____, LEXINGTON, KY, FOR THE TERM COMMENCING ON THE ____ DAY OF _____, AND ENDING ON THE ____ DAY OF _____, FOR THE TOTAL SUM DURING THE TERM OF _____ (\$ _____), PAYABLE IN MONTHLY INSTALLMENTS OF \$ _____ EACH, DUE AND PAYABLE ON THE 1ST OF EACH MONTH, BEGINNING ON THE 1ST DAY OF _____. (IT IS AGREED THAT IN THE EVENT THE TERM OF THIS LEASE BEGINS ON A DAY OTHER THAN THE 1ST DAY OF THE MONTH, THAT THERE SHALL BE A PRO RATA RENTAL UNTIL THE 1ST DAY OF THE MONTH FOLLOWING THE MONTH OF INITIAL OCCUPANCY, WHICH SUM IS DUE AND PAYABLE UPON EXECUTION OF THIS AGREEMENT BY EACH OF THE PARTIES.)

THIS LEASE SHALL AUTOMATICALLY BE RENEWED ON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN AT THE EXPIRATION OF THE ORIGINAL TERM HEREOF, SUBJECT TO THE RIGHT OF LANDLORD TO INCREASE THE ANNUAL AND MONTHLY RENTAL RATES, UNLESS LANDLORD OR TENANT GIVES THE OTHER AT LEASE THIRTY (30) DAYS WRITTEN NOTICE HAVE THE INTENTION TO TERMINATE THE TENANCY OR THAT ANY ONE OR MORE OF THE TERMS HEREIN SHALL NOT BE ACCEPTABLE FOR THE SUCCESSIVE TERM.

2. RENTAL PAYMENTS

RENT SHALL BE DUE ON THE 1ST DAY OF EACH MONTH, WITHOUT DEMAND OR NOTICE, AND IF NOT PAID BY THE 1ST, TENANT IS IN DEFAULT FOR WHICH LANDLORD MAY DELIVER WRITTEN NOTICE OF TERMINATION OF THE LEASE IF ANY INSTALLMENT OF THE RENT IS NOT PAID WHEN DUE. THERE SHALL BE A LATE CHARGE OF \$25.00 FOR ANY PAYMENT NOT MADE ON THE 5TH DAY OF EACH MONTH, AND AN ADDITIONAL CHARGE OF \$5.00 PER DAY THEREAFTER UNTIL SAID RENT IS PAID, SAID LATE CHARGES TO BE PAID AS ADDITIONAL RENT. THERE SHALL ALSO BE AN ADDITIONAL CHARGE OF \$10.00 FOR EACH CHECK RETURNED BY THE BANK FOR INSUFFICIENT FUNDS OR ANY OTHER REASON, ALSO TO BE CONSIDERED ADDITIONAL RENT. THE FAILURE TO MAKE ANY SUCH PAYMENTS UPON IMMEDIATE WRITTEN NOTICE SHALL CONSTITUTE DEFAULT, ENTITLING LANDLORD TO TERMINATE THE LEASE. RENT SHALL BE PAID DIRECTLY TO LANDLORD AT THE BUSINESS OFFICE LOCATED AT PMB #5, 3735 PALOMAR CENTRE DRIVE, SUITE 150, LEXINGTON, KY 40513, BY U.S. FIRST CLASS MAIL POSTAGE PREPAID, OR TO SUCH OTHER PLACE AS MAY BE DESIGNATED BY LANDLORD. IN THE EVENT THE PAYMENTS ARE MAILED, THEY MUST BE RECEIVED IN SAID OFFICE BY THE 1ST DAY OF EACH MONTH OR SHALL BE CONSIDERED LATE.

3. UTILITIES

TENANT AGREES TO BE RESPONSIBLE FOR, PLACE IN HIS OR HER NAME, AND PAY ALL UTILITIES AND USER FEES FOR THE PREMISES, INCLUDING BUT NOT LIMITED TO WATER, SEWER, LANDFILL USER FEES, ELECTRICITY AND/OR GAS SERVICE, AND TO PROVIDE LANDLORD WITH PROOF OF COMPLIANCE. IF ANY SUCH FEES ARE PAID BY LANDLORD, TENANT SHALL REIMBURSE HIM FOR SAME WITHIN TEN DAYS OF PROOF OF PAYMENT. FAILURE TO COMPLY WITH THIS PROVISION SHALL ENTITLE LANDLORD TO PAY SUCH UTILITIES AND USER FEES IF IT IS SO DESIRES, AND TO TERMINATE THE LEASE, RECOVER POSSESSION OF THE PREMISES AND TO RECOVER REIMBURSEMENT FOR ANY UTILITIES AND USER FEES PAID, THE COSTS OF WHICH SHALL BE BORNE BY TENANT. IN SUCH EVENT, TENANT SHALL BE RESPONSIBLE FOR ANY RESULTANT DAMAGE FOR BREACH OF LEASE.

4. USE OF PREMISES

TENANT WILL USE SAID PROPERTY AS A SINGLE FAMILY RESIDENCE, IN A MANNER PERMITTED BY STATE AND LOCAL LAW, AND FOR NO OTHER PURPOSE WHATSOEVER, FOR THE FOLLOWING PERSONS AND FOR THOSE PERSONS ONLY: _____. THERE SHALL BE NO OTHER PERSONS RESIDING IN THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDLORD, AND IT SHALL BE PRESUMED THAT ANY GUESTS THAT OCCUPY THE PREMISES FOR MORE THAN TWO CONSECUTIVE WEEKS SHALL BE CONSIDERED RESIDENTS SO THAT THIS LEASE MAY BE TERMINATED.

TENANT AGREES TO NOT PERMIT ROOMERS OR LODGERS TO RESIDE IN THE PREMISES. GUESTS ARE PERMITTED, BUT LANDLORD RESERVES THE RIGHT TO REQUEST PROOF OF DOMICILE IF IT IS SUSPECTED THAT THE GUEST IS AN UNAUTHORIZED HOUSEHOLD OCCUPANT. SUCH SUSPICION MAY ARISE WHENEVER AND ADULT PERSON IS MAKING RECURRING VISITS OR ONE CONTINUOUS VISIT FOR 14 DAYS AND/OR NIGHTS IN A 45-DAY PERIOD. SHOULD THE TENANT NOT PROVIDE THE REQUESTED INFORMATION NEEDED TO CONFIRM OTHER DOMICILE OF THE GUEST, OR SHOULD THE FACTS BE

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SUFFICIENT TO EVIDENCE DOMICILE IN THE UNIT, THE LANDLORD MAY CONSIDER SUCH PERSON TO BE AN UNAUTHORIZED MEMBER OF THE HOUSEHOLD, AND MAY PROCEED TO TERMINATE THE TENANCY AND RECOVER POSSESSION OF THE PREMISES, WITH THE TENANT TO BE RESPONSIBLE AND LIABLE FOR ALL RESULTANT DAMAGES CAUSED BY THE TENANT'S BREACH OF LEASE.

5. LEASE TO NOT BE ASSIGNED OR SUBLET BY TENANT

THIS LEASE SHALL NOT BE ASSIGNED, NOR ANY PORTION OF THE PREMISES SUBLET, BY TENANT WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD.

6. DAMAGE TO PREMISES

LANDLORD SHALL BE RESPONSIBLE FOR MAJOR REPAIRS NOT DUE TO DEFAULT, NEGLIGENCE, OR WILLFUL CONDUCT THAT IT IS REQUIRED TO MAKE PURSUANT TO APPLICABLE STATE AND LOCAL LAW. TENANT SHALL NOTIFY LANDLORD IMMEDIATELY UPON FIRST DISCOVERING ANY SIGNS OF SERIOUS BUILDING PROBLEMS SUCH AS CRACKS IN THE FOUNDATION, A TILTING PORCH, CRACK IN THE PLASTER OR STUCCO, MOISTURE IN THE CEILING, BUCKLING SHEETROCK OR SIDING, LEAKY ROOF, SPONGY FLOOR, LEAKY WATER HEATER, OR TERMITE ACTIVITY.

TENANT SHALL BE RESPONSIBLE FOR ALL OTHER REPAIRS, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE EXTERIOR AND INTERIOR WALLS, (INCLUDING UNSTOPPING THE PLUMBING WITHIN THE UNIT), FIXTURES, CABINETS, OR APPURTENANCES OF THE LEASED PREMISES, AND ANY OTHER REPAIRS IN OR ABOUT THE PREMISES DUE TO THE DEFAULT OF NEGLIGENCE OR WILLFUL CONDUCT OF TENANT, TENANT'S FAMILY, HIS OR HER GUESTS, LICENSEES, AND ANY IMPROVEMENTS ON THE PROPERTY.

TENANT AGREES TO PAY LANDLORD THE COST OF REPLACEMENT OR REPAIR HAVE ANY AND ALL DAMAGES THAT ARE HIS OR HER RESPONSIBILITY SHALL BE PAID TO LANDLORD WITHIN FOURTEEN (14) DAYS AFTER WRITTEN NOTICE BY THE LANDLORD SPECIFYING THE BREACH AND REQUESTING PAYMENT THEREOF. LANDLORD MAY ENTER THE DWELLING UNIT AND CAUSE THE WORK TO BE DONE IN A WORKMANLIKE MANNER AND SUBMIT AN ITEMIZED BILL FOR THE ACTUAL COST OR PRESENT A BILL FOR THE ANTICIPATED FAIR AND REASONABLE COST THEREOF, WITH TENANT TO BE FULLY RESPONSIBLE FOR ANY RESULTANT DAMAGES FOR BREACH OF THIS LEASE IN THE EVENT OF NONPAYMENT.

TENANT SHALL, AT HIS OR HER OWN EXPENSE, KEEP THE PROPERTY IN GOOD CONDITION, FURNISH ALL NECESSARY LIGHT BULBS, FAUCET WASHERS, AND PAY FOR THE LANDLORD'S REPAIR OF ALL BROKEN OF DAMAGED GLASS, SCREENS, DRYWALL AND LOCKS.

TENANT UNDERSTANDS THAT TENANT IS NOT AN INSURED UNDER LANDLORD'S INSURANCE COVERAGE, AND AGREES THAT LANDLORD IS NOT RESPONSIBLE FOR ANY DAMAGE BR REASON OF FIRE, THEFT, OR OTHERWISE TO TENANT'S PROPERTY. TENANT IS REQUIRED TO PURCHASE RENTER'S INSURANCE TO COVER POTENTIAL LOSSES.

7. PETS

TENANT SHALL NOT ALLOW OR KEEP ANY PETS IN THE LEASED DWELLING UNIT OR ON THE PREMISES WITHOUT THE WRITTEN CONSENT OF THE LANDLORD, AND WITHOUT THE EXECUTION OF A SEPARATE ADDENDUM REGARDING PETS. FEEDING OR HARBORING STRAY ANIMALS CONSTITUTES HAVING A PET AND IS NOT ALLOWED. IN THE EVENT THAT AN ANIMAL IS REQUIRED AS AN ACCOMMODATION FOR A RESIDENT WITH A DOCUMENTED DISABILITY, AS DEFINED BY APPLICABLE LAW, THE RESIDENT SHALL BE RESPONSIBLE TO INSURE THAT THE ANIMAL DOES NOT CREATE A NUISANCE, DISTURBANCE OR HEALTH OR SAFETY HAZARD TO OTHER RESIDENTS.

8. SECURITY DEPOSIT

TENANT IS REQUIRED TO PAY A SECURITY DEPOSIT OF \$_____, AS SECURITY FOR THE PROTECTION OF LANDLORD FROM EXCESSIVE PHYSICAL DAMAGE TO THE PREMISES. THE DEPOSIT WILL BE RETURNED ONLY IF TENANT FAITHFULLY PERFORMS THE OBLIGATIONS REQUIRED HEREUNDER AND IN KRS 383.605, APPLICABLE BY VIRTUE OF SECTION 12 OF THE CODE OF ORDINANCES FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, INCLUDING KEEPING THE PROPERTY IN AS GOOD A CONDITION AS IT IS AT THE TIME OF THE SIGNING OF THE ORIGINAL LEASE FOR THE PROPERTY, EXCEPTING NORMAL WEAR AND TEAR, AND CLEANING THE PREMISES, THE APPLIANCES AND FIXTURES, UPON VACATION OF THE PREMISES.

TENANT HAS MADE AN INSPECTION OF THE PREMISES TO BE LEASED, AND AGREES THAT THE PROPERTY IS IN A FIT AND HABITABLE CONDITION EXCEPT FOR SUCH DAMAGES OR MALFUNCTIONS AS HAVE BEEN LISTED IN A SEPARATE MOVE-IN INSPECTION LISTING WHICH HE HAS SIGNED AND DELIVERED TO LANDLORD, AND THE FAILURE TO DESCRIBE ANY SUCH DAMAGE ON THE MOVE-IN INSPECTION LIST SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT TENANT TAKES THE PROPERTY IN GOOD AND SATISFACTORY CONDITION WITHOUT EXISTING DAMAGE. RETENTION OF ANY OR ALL OF THE SECURITY DEPOSIT TO COVER DAMAGES TO THE PREMISES SHALL NOT PREVENT LANDLORD FROM RECOVERING ADDITIONAL DAMAGES

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WHICH MAY BE REQUIRED TO RESTORE THE PROPERTY TO ITS CONDITION AT THE TIME OF THE EXECUTION OF THIS LEASE.

TENANT SHALL REQUEST AN INSPECTION OF THE PREMISES WITHIN 24 HOURS AFTER VACATION OF THE PREMISES, AND SHALL SIGN A MOVE-OUT INSPECTION LIST, GIVING WRITTEN OBJECTION TO LANDLORD OF ANY AREAS AND ITEMS OF DAMAGE WITH WHICH HE OR SHE DISAGREES WITH THE ASSESSMENT BY LANDLORD. TENANT SHALL ALSO SUBMIT IN WRITING A FORWARDING ADDRESS FOR MAILING OF THE DEPOSIT.

TENANT UNDERSTANDS THAT HE OR SHE MAY NOT APPLY THE SECURITY DEPOSIT TOWARD THE LAST MONTH'S RENT, OR TOWARD REPAIR CHARGES OWED BY THE TENANT.

TENANT UNDERSTANDS THAT TENANT'S LIABILITY FOR DAMAGE IS NOT LIMITED TO THE AMOUNT OF THE SECURITY DEPOSIT, AND THAT ANY LOSS OF DAMAGE IN EXCESS OF THE DEPOSIT REMAINS AN OBLIGATION OF TENANT.

THE SECURITY DEPOSIT IS HELD IN ACCOUNT # 31697000, KU CREDIT UNION, LEXINGTON, KENTUCKY.

IF THE UNIT IS RENTED TO MORE THAN ONE PERSON, TENANTS AGREE TO WORK OUT THE DETAILS CONCERNING DIVISION OF ANY REFUND AMONG THEMSELVES. LANDLORD MAY PAY THE REFUND TO ANY INDIVIDUAL IDENTIFIED AS "TENANT" ON PAGE 1 OF THIS LEASE, AND IN SO DOING, SATISFIES ITS LEGAL OBLIGATION FOR RETURN OF THE DEPOSIT.

9. REQUIRED STANDARD OF CONDUCT ON PREMISES

TENANT SHALL CONDUCT HIMSELF OR HERSELF AND REQUIRE OTHER PERSONS ON THE PREMISES, INCLUDING, FAMILY, FRIENDS, LICENSEES, INVITEES TO CONDUCT THEMSELVES IN A MANNER THAT WILL NOT DISTURB THE PEACEFUL ENJOYMENT OF THE PREMISES BY HIS OR HER NEIGHBORS, AND THE TENANT AGREES THAT HE OR SHE WILL NOT PERMIT SAID PREMISES TO BE USED FOR ANY IMPROPER, ILLEGAL OR IMMORAL PURPOSES, NOR WILL HE OR SHE PERMIT OR ENGAGE IN ANY CONDUCT WHICH IS NOISY, DANGEROUS, OFFENSIVE, ILLEGAL OR OTHERWISE IMPROPER. THE PREMISES SHALL NOT BE USED FOR ANY BUSINESS PURPOSE WHATSOEVER. TENANT SHALL ALSO MAINTAIN THE RESIDENCE ON THE LEASED PREMISES IN A CLEAN AND SANITARY CONDITION AT ALL TIMES.

10. INSPECTIONS AND ENTRY BY LANDLORD

TENANT ACKNOWLEDGES THAT LANDLORD SHALL HAVE AN ABSOLUTE RIGHT TO INSPECT THE PREMISES FOR CLEANLINESS OR OTHERWISE, AND TO DO ALL NECESSARY PURPOSES WHICH INCLUDE NECESSARY OR AGREED SERVICES, OR TO EXHIBIT DWELLING UNIT TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, TENANTS, WORKMEN OR CONTRACTORS, WITHOUT LIABILITY, AT ANY TIME AFTER HAVING GIVEN TENANT TWO DAYS WRITTEN NOTICE OF THE INTENTION TO DO SO, OR WITHOUT NOTICE IN THE EVENT OF EMERGENCY, IF NOTICE IS NOT PRACTICABLE OTHERWISE.

11. PREMATURE CANCELLATION BY TENANT

TENANT MAY CANCEL AND PREMATURELY TERMINATE THIS LEASE ONLY BY GIVING LANDLORD AT LEAST THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO THE 1ST DAY OF THE FINAL MONTH OF INTENDED RESIDENCY, FULL PAYMENT OF TWO ADDITIONAL MONTH'S RENT AS LIQUIDATED DAMAGES, AND PAYMENT OF ALL RENT DUE TO AND INCLUDING THE PROPOSED DATE OF TERMINATION.

12. ABSENCE FROM PREMISES

THE TENANT MUST NOTIFY LANDLORD OF ANY ANTICIPATED EXTENDED ABSENCE FROM THE PREMISES IN EXCESS OF SEVEN (7) DAYS. NOTICE SHALL BE GIVEN ON OR BEFORE THE 1ST DAY OF THE EXTENDED ABSENCE. DURING ANY ABSENCE IN EXCESS OF SEVEN (7) DAYS, LANDLORD MAY ENTER THE DWELLING UNIT AT ALL TIMES REASONABLY NECESSARY WITHOUT NOTICE TO THE TENANT.

13. SMOKE DETECTORS

TENANT ACKNOWLEDGES THAT LANDLORD HAS PLACED SMOKE DETECTION DEVICES IN THE PREMISES AND THAT SAID DEVICES ARE OPERABLE AT THE TIME OF OCCUPANCY BY TENANT. TENANT SHALL HAVE THE OBLIGATION TO MAINTAIN AND TEST THE DEVICES ON A WEEKLY BASIS, AND IN THE EVENT OF ANY DEFECT IN THE DEVICES, TENANT SHALL NOTIFY LANDLORD IMMEDIATELY SUCH THAT REPAIR OR REPLACEMENT CAN BE EFFECTUATED. UPON MAKING THE RENTAL PAYMENT REQUIRED EACH MONTH, TENANT IS ACKNOWLEDGING THAT AN INSPECTION OF THE DEVICES HAS BEEN MADE ON A WEEKLY BASIS DURING THE PREVIOUS MONTH, AND THAT EACH DEVICE WAS OPERATING PROPERLY AT THE TIME OF THE INSPECTIONS.

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14. INSURANCE

(A) IT IS RECOMMENDED THAT ALL TENANTS OBTAIN THEIR OWN RENTER'S INSURANCE POLICY AGAINST FIRE, THEFT, OR OTHER DISASTERS, AS LANDLORD CARRIES INSURANCE ON THE BUILDINGS ONLY AND LANDLORD WILL NOT BE RESPONSIBLE FOR DAMAGES TO TENANT'S PERSONAL BELONGINGS.

(B) TENANTS WITH WATERBEDS ARE ALSO REQUIRED TO PROVIDE LANDLORD WITH PROOF OF A RENTER'S INSURANCE POLICY WITH THE MINIMUM LEGAL LIABILITY COVERAGE AMOUNT OF NOT LESS THAN \$75,000.00 ON AN ANNUAL BASIS.

15. RULES AND REGULATIONS

TENANT AND TENANT'S FAMILY MEMBERS, GUESTS, EMPLOYEES AND AGENTS ARE SUBJECT TO THE RULES AND REGULATIONS INCLUDED IN THIS LEASE, AND SUCH OTHER AND FURTHER REASONABLE RULES AND REGULATIONS AS LANDLORD MAY FROM TIME TO TIME ADOPT. TENANT IS RESPONSIBLE IN ALL RESPECTS FOR THE ACTIONS OF ANY OF THE ABOVE PEOPLE. THE RULES AND REGULATIONS ARE HEREBY MADE A PART OF THIS LEASE AND INCORPORATED INTO IT AS TERMS HEREOF AND ANY VIOLATION OF THESE RULES AND REGULATIONS BY TENANT AND/OR TENANT'S FAMILY MEMBERS, QUESTS, EMPLOYEES, AND AGENTS SHALL CONSTITUTE A SUBSTANTIAL AND MATERIAL VIOLATION OF THIS LEASE BY TENANT THEREBY AFFORDING LANDLORD THE REMEDIES AT LANDLORD'S OPTION SET FORTH HEREINABOVE.

(A) NO PERSONAL BELONGINGS OF ANY TYPE ARE TO BE LEFT ON THE LAWNS, WALKS, PARKING AREAS, STAIRS, LANDINGS, PATIOS, PUBLIC HALLS, OR IN ANY OTHER COMMON AREAS. TENANT WILL BE RESPONSIBLE FOR KEEPING THEIR OWN BREEZEWAYS, PATIOS, AND STAIRWAYS CLEAN AND FREE OF DEBRIS.

(B) NO CARS, TRUCKS, CAMPERs, BOATS, RECREATIONAL VEHICLES, MOTORCYCLES OR SIMILAR VEHICLES, REGARDLESS OF THE OWNER, ARE TO BE STORED IN THE PARKING AREAS. INOPERABLE VEHICLES OR VEHICLES WHICH ARE UNLICENSED OR NOT CURRENTLY LICENSED, OR WHICH ARE LEFT ON THE PREMISES FOR A PERIOD OF SEVEN (7) DAYS UNMOVED ARE NOT PERMITTED REGARDLESS OF THE OWNER. ANY MOTOR VEHICLE OF TENANT OR THEIR GUESTS OR VISITORS PARKED IN VIOLATION OF THE TERMS HEREOF, OR ANY OTHER UNAUTHORIZED MOTOR VEHICLE, BOAT OR TRAILER PARKED ON THE PREMISES, WILL BE REMOVED AT THE EXPENSE OF THE OWNER OF THE VEHICLE PURSUANT TO KRS 182.725.

(C) ALL VEHICLES MUST BE FULLY LICENSED AND OPERABLE.

(D) LOUD AND BOISTEROUS NOISE OR ANY OBJECTIONABLE, ABUSIVE OR THREATENING BEHAVIOR BY ANY RESIDENT OR GUEST TOWARDS THE MANAGEMENT OR OTHER RESIDENTS OR GUESTS IS NOT PERMITTED.

(E) GARBAGE CONTAINERS ARE PROVIDED BY LANDLORD. ALL TRASH, GARBAGE, AND WASTE OF ANY KIND MUST BE PLACED IN THE CONTAINER AND LID RECLOSED. NO FURNITURE, LARGE BOXES, ETC. WILL BE PLACED AROUND THE WASTE BINS, OR THE TENANT WILL BE CHARGED A HAULING FEE TO HAVE THESE ITEMS REMOVED FROM THE PREMISES. IF YOU HAVE BOXES, PLEASE BREAK THEM DOWN BEFORE PUTTING IN THE CONTAINERS. EXTRAORDINARY ITEMS, SUCH AS CHRISTMAS TREES, DAMAGED FURNITURE, BROKEN APPLIANCES, AND THE LIKE, SHALL BE DISPOSED OF BY COMPACTING IT SO THAT IT FITS INSIDE THE TRASH RECEPTACLE, OR HAULED TO THE DUMP BY TENANT OR SOMEONE THAT TENANT PAYS TO HAUL IT AWAY.

(F) NO SANITARY NAPKINS, DISPOSABLE DIAPERS, TAMPONS, TOYS, WADS OF TOILET PAPER, BALLS OF HAIR, GREASE, OIL, TABLE SCRAPS, CLOTHING, RAGS, SAND, DIRT, ROCKS, NEWSPAPERS, OR ANY OTHER OBJECTS OR MATERIALS NOT SPECIFICALLY DESIGNED FOR SUCH DISPOSAL, SHALL BE PLACED IN THE TOILET. TENANT SHALL BE CHARGED REASONABLE REPAIR COSTS FOR THEIR REMOVAL IF THEY CAUSE PLUMBING PROBLEMS OR OTHER RELATED DAMAGE.

(G) NO SIGNS, BANNERS, ADVERTISING OR ANY OTHER MATERIALS OR OBJECTS SHALL BE PLACED IN WINDOWS, ON WALLS (BOTH EXTERIOR AND INTERIOR) SO AS TO BE SEEN FROM THE OUTSIDE, EXCEPT BY WRITTEN PERMISSION OF LANDLORD.

(H) NOTHING SHALL BE PLACED UPON THE WINDOW SILLS OR ON ANY LANDINGS OR STAIRS. MOPS, CLOTHING, RUGS, ETC. SHALL NOT BE HUNG TO DRY IN ANY HALLS, OR FROM WINDOWS, DOORS, LANDINGS, OR STAIRS.

(I) NO TENANT OR HOUSEHOLD MEMBER MAY BE CONVICTED OF A CRIMINAL OFFENSE OR DELINQUENT ACT INCLUDING, BUT NOT LIMITED TO, INJURY OR ATTEMPTED INJURY TO PERSON OR PROPERTY.

(J) CHILDREN AND OTHER AUTHORIZED RESIDENTS OF LEASED PREMISES OR GUESTS SHALL BEHAVE IN SUCH A MANNER AS TO NOT CONSTITUTE AN ANNOYANCE TO OTHER TENANTS.

(K) NO CONTACT PAPER, ADHESIVE FASTENERS, OR ANY OTHER OBJECT OR MATERIAL

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UTILIZING ADHESIVES SHALL NOT BE ATTACHED TO ANY SURFACES WITHIN THE UNIT.

(L) NO ANTENNA, AERIAL OR OTHER APPURTENANCES SHALL BE PLACED ON THE BUILDING, SO AS TO BE SEEN FROM THE OUTSIDE.

(M) TENANT MUST COMPENSATE LANDLORD FOR ANY DAMAGES TO THE GROUNDS, TREES, OR SHRUBS IN THE COMPLEX CAUSED BY HIMSELF, OR MEMBERS OF HIS HOUSEHOLD OR GUESTS. ANY ACT OF DESTRUCTION OR VANDALISM SHALL BE REPORTED TO THE LANDLORD IMMEDIATELY.

(N) NO ALTERATIONS, IMPROVEMENTS, ADDITIONS, FIXTURES, FENCES, ETC. ARE TO BE PLACED OR CONSTRUCTED IN OR ABOUT THE PREMISES WITHOUT PRIOR WRITTEN PERMISSION FROM LANDLORD.

(O) TENANTS AGREE THAT THEY WILL NOT CHANGE THE LOCKS ON ANY DOOR WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD. UPON RECEIVING CONSENT, A DUPLICATE KEY SHALL BE GIVEN TO LANDLORD.

(P) TENANT WILL FURNISH LANDLORD WITH THEIR TELEPHONE NUMBER. WHEN DIVULGING THE NUMBER, TENANT SHALL ADVISE IF THE NUMBER IS UNLISTED, AND IF SO, LANDLORD SHALL TAKE REASONABLE PRECAUTION TO AVOID PUBLICATION TO THIRD PARTIES.

16. NON-WAIVER

NO TERM, COVENANT OR CONDITION OF THIS LEASE SHALL BE DEEMED WAIVED BY LANDLORD UNLESS WAIVED IN WRITING. FAILURE OF LANDLORD TO INSIST ON STRICT COMPLIANCE WITH THE TERMS HEREOF OR TO EXERCISE ANY RIGHTS OR REMEDIES AUTHORIZED BY LAW OR BY THE TERMS HEREOF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ACT ON ANY VIOLATION.

17. HEADINGS

THE HEADINGS ARE FOR PURPOSES OF CONVENIENCE AND REFERENCE ONLY, AND THE WORDS CONTAINED THEREIN SHALL IN NO WAY BE HELD TO EXPLAIN, AMPLIFY OR AID IN THE INTERPRETATION, CONSTRUCTION OR MEANING OF THE PROVISIONS OF THIS LEASE.

18. SEVERABILITY

LANDLORD AND TENANT AGREE THAT EACH PROVISION OF THIS LEASE SHALL BE DEEMED SEVERABLE AND, IF FOR ANY REASON ANY PROVISION OR PROVISIONS HEREOF ARE INVALID, UNENFORCEABLE OR CONTRARY TO ANY EXISTING OR FUTURE LAW, SUCH INVALIDITY SHALL NOT AFFECT THE APPLICABILITY OR VALIDITY OR ANY OTHER PROVISIONS OF THE LEASE.

19. DISCLAIMER

NEITHER THE LANDLORD NOR ANY OF ITS REPRESENTATIVES OR EMPLOYEES OR THE OWNER OF THE PROPERTY SHALL BE LIABLE, AND TENANT AGREES NOT TO HOLD THEM LIABLE, FOR ANY DAMAGE OR LOSS TO THE PROPERTY OF THE TENANT, OR OF ANY MEMBER OF TENANT'S FAMILY OR HIS OR HER VISITORS, OR FOR PERSONAL INJURY INCLUDING DEATH TO ANY PERSON IN OR NEAR THE UNIT, OR FOR ANY OTHER ACT THEFT, VANDALISM, OR ANY OTHER CAUSE.

20. WRITTEN AGREEMENT

UNLESS ATTACHED TO THIS LEASE, THERE ARE NO REPRESENTATIONS, AGREEMENTS OR PROMISES MADE BY LANDLORD TO TENANT AND THIS LEASE CONTAINS ALL OF THE TERMS, PROMISES AND AGREEMENTS MADE TO TENANT CONCERNING THIS RENTAL. THIS LEASE SHALL NOT BE AFFECTED BY ANY AGREEMENTS OR REPRESENTATIONS NOT SPECIFICALLY CONTAINED IN WRITING HEREIN. NO MODIFICATION OR ADDITION TO THE TERMS OF THIS LEASE SHALL BE BINDING ON EITHER OF THE PARTIES UNLESS MADE WITH GOOD AND VALUABLE CONSIDERATION, AND IN A WRITING SIGNED BY EACH OF THE PARTIES.

21. LANDLORD AND TENANT

THE TERM "LANDLORD" REFERS COLLECTIVELY TO THE OWNER, AS LANDLORD OF THE PROPERTY, AND TO ANY PROPERTY MANAGER AND ANY OTHER PERSON OR ENTITY THAT MAY BE DESIGNATED IN WRITING TO ACT ON ITS BEHALF, AND EACH OF THEM IS AUTHORIZED TO GIVE NOTICE, AND TO DO ANY ACT CONTEMPLATED HEREUNDER, AND IN SO DOING, IT SHALL BE DEEMED THAT THEY HAVE ACTED ON BEHALF OF LANDLORD. THE TERM "TENANT" REFERS COLLECTIVELY TO EACH OF THE TENANT'S OF THE PROPERTY WHO HAVE SIGNED THIS LEASE, AND EACH OF THEM IS AUTHORIZED TO GIVE NOTICE AND RECEIVE NOTICE, AND TO DO ANY ACT CONTEMPLATED HEREUNDER, AND IN SO DOING, THEY SHALL BE DEEMED TO HAVE ACTED ON BEHALF OF ALL OF THE TENANTS. ALL INDIVIDUALS SIGNING AS TENANT ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL OBLIGATIONS OF TENANT HEREUNDER.

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ACKNOWLEDGEMENT

TENANT HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, AND THAT AFTER HAVING AN ADEQUATE OPPORTUNITY TO REVIEW THE TERMS THEREOF, STATES THAT HE OR SHE FULLY UNDERSTANDS THE TERMS THEREOF. TENANT FURTHER ACKNOWLEDGES THAT THE ENTRIES MADE ON THE RENTAL APPLICATION ARE TRUE AND CORRECT, THAT LANDLORD HAS THE RIGHT TO AND RELY ON THE FACTS RECITED THERIN, AND THAT IN THE EVENT OF ANY MATERIAL MISREPRESENTATION, IT SHALL BE ENTITLED TO VOID THIS LEASE AND TERMINATE THE TENANCY OF TENANT, AND RECOVER ALL DAMAGES RELATED THERETO.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

LANDLORD

TENANT

TENANT

TENANT