

Silver Success Club's Secrets to:

RESIDENTIAL LEASE

Apartment – Condominium – House

BY THIS AGREEMENT made and entered into on _____
(year), between _____ herein referred to as Lessor, and
_____ herein referred to as Lessee, Lessor leases to Lessee the
premises situated at _____, in the City (town) of
_____, County of _____, State of _____, and
more particularly described as follows:

Together with all appurtenances, for a term of _____ years, to commence on
_____ (year), and to end on _____ (year), at _____ o'clock
____.m.

- 1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$_____) per month in advance of on the _____ day of each calendar month beginning _____ (year), at _____, City of _____, State of _____, or at such other place as Lessor may designate.
- 2. Definitions.** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he," "his," "him," "she," and "her" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
- 3. Security Deposit.** On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$_____). Receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.
- 4. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- 5. Use Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family resident, and neither the premises nor any part

thereof shall be used at any time during the term of this lease by Lessee for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose other than as private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate government and authorities affecting the cleanliness, occupant, and preservation of the demised premises, and the sidewalks connected thereto during the term of this lease.

6. **Number of occupants.** Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of Lessor.
7. **Conditions of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all building and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition. Lessee has completed a "Unit Condition" report.
8. **Assignment of Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a constant and subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of lease, shall be void and shall, at Lessor's option, terminate this lease.
9. **Alterations and Improvements.** Lessee shall make no alterations to the buildings or the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
10. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that lessor shall decide not to rebuild or repair, the term of their lease shall end and rent shall be prorated up to the time of the damage.

11. **Dangerous Material.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Lessor.
13. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon.
14. **Maintenance and Repair.** Lessee will, at his sole expenses, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the furnace clean, keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus and electric and gas fixtures whenever damage thereto shall be resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premise, without the proper written consent of Lessor.
15. **Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the consent of Lessor.
16. **Display of Signs.** During the last ____ days of this lease, Lessor or it's agent shall have the privilege of displaying the usual "For Sale" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenant.
17. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable, on any such liens or encumbrances, and any and all renewals to extensions of such liens or encumbrances.

18. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises by the constant of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated _____ days; written notice served with Lessor or Lessee on the other party.
19. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excluded.
20. **Default.** If any default is made in the payment of rent, or any part thereof, at the time herein before specified, or if any default is made in the performance or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all person there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such corrections within a reasonable time.
21. **Abandonment.** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
22. **Additional Charges.**
- a) Lessee shall pay an additional charge of \$25.00 for each returned check unpaid, as a handling charge. In the event that more than one check is returned, Lessee agrees to pay in future rents and charges in the form of a cashier's check, certified check, or money order.

- b) Lessee shall be in default under this agreement if the rent is not paid by the fifth day after the rent due date. Lessee shall pay \$5.00 per day as late charge for each day the rent shall remain unpaid for each breach of this condition.
- c) In the event that collection of rent must be made by the Lessor at the Lessee's residence, then Lessee shall pay a fifteen dollar (\$15.00) collection fee for each such attempted collection.
- d) Any charges for rent, cleaning, repairs, or any other damages sustained by the Lessor under the terms of this Agreement, that are not covered by the "Security Deposit" and "Cleaning Fee" and that are not paid within 14 days after vacating the premises, shall earn interest thereafter at the rate of 10 percent per annum.
- e) The replacement charge for lost or unreturned door keys or mailbox keys shall be \$10.00. Locks may not be changed by Lessee without prior written approval of Lessor and the new key given to Lessor within seven days of the change.
- f) Lessee agrees to pay Lessor the sum of one hundred dollars as liquidated damages for each occurrence of the violation of any of the rules and regulations. Lessor shall retain the right to seek compensation from Lessee for actual damages caused or suffered as a result of a breach of these rules and regulations.

23. **Attorney's Fees.** In the event that it is necessary to retain an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so. All court costs and attorney's fees required for the eviction of the tenant (s) will be paid by the Lessee

24. **General.** Neither the Lessee nor his/her family, friends, relatives, invites, visitors, agents, or servants shall make or suffer any unlawful, noisy, or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety, or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsill.

No washing machine, air-conditioning unit, space heater, clothes dryer, television, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises. No washing machines or clothes dryer, either stored or used will be allowed on the premises, without specific written permission by the Lessor.

Violation by Lessee of any of the above shall be deemed sufficient cause for termination of this agreement. Lessee's representations made in the rental application shall be considered inducements to Lessor to execute this agreement. Misrepresentations in the application shall be considered as cause to terminate this agreement. Waiver by the Lessor of any breach of any term or condition of this agreement shall not constitute a waiver of any subsequent breach.

All monies received by Lessor shall be applied first to non-rent obligation of the Lessee, including late charges, charges for returned checks, and pet penalties, if any, then to rent, regardless of notations on check.

25. **Failure Of Lessor To Act.** Failure of Lessor or his agents to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Lessor's or his agent's rights to act on any violation.
26. **Renewal.** Lessee agrees that his/her occupancy of said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term by that acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.
27. **Termination.** This agreement and the tenancy hereby granted may be terminated at any time, commencing with the first day of the month by either party hereto by giving the other party not less than thirty (30) days written notice. Lessee shall remove all of Lessee's property and deliver possession of premises in a clean condition and good order and repair
28. **Plumbing.** The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
29. **Cleanliness.** The Lessee shall maintain the leased premises in a clean condition. The Lessee shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises or from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in your proper receptacles and except in accordance with the rules of the Lessor.
30. **Vehicles.** All vehicles must have current registration and license plate or will be removed at Lessee's expense within several days after written notification.
31. **Liability.** Lessee shall be liable for the care, custody, and control of premises. Lessor shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, or snow, which may come into issue or flow from any part of

said premises or building or from the pipes, plumbing, sprinklers, or any electrical connections thereof or by any other cause whatever and the Lessee shall make no claim for any such loss or damage. It is understood that all tenants should carry a Tenant Homeowners Policy, including contents, fire, extended coverage insurance and liability insurance, and do so at his own expense.

32. **Other Regulations.** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the proposed and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort, and convenience of all the occupants of said building.
33. **Possession.** If there is a delay in delivery of possession by Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) day after the beginning day of initial term, then the lessee may void this agreement and have full refund of any deposit. Neither Lessor nor his agents shall be liable for damages for delay in possession.
34. **Non-delivery of Occupancy.** Lessor shall not be liable for any monetary loss or inconvenience and Lessee agrees to hold Harmless the Lessor if occupancy cannot be delivered to Lessee
35. **Authority.** If this agreement is not signed by all Lessees named herein, the one signing warrants that he or she has the authority to sign for the right of other(s).
36. **Separability Clause.** If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. It is understood and agreed the terms of Lessor and Lessee shall include the executors, administrators, successors, heirs, and assigns of the parties hereto, and the term Lessor shall include managers, janitor, maintenance and repair persons, and other agents for Lessor.
37. **Notice.** Notice shall be deemed adequate and properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party, (a) in the case of the Lessor, to _____ or any other address of which Lessee has received notice; and (b) in the case of the Lessee, the Leased Premises, or if said notice is delivered or left by someone on his or her behalf received such notice or (c), deemed adequate by law, at that time.
38. **Radon Gas Disclosure.** As required by law (Landlord) (Seller) makes the following disclosures: "Radon Gas" is a naturally occurring radioactive gas that,

when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

39. **Lead Paint Disclosure.** “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments of inspection in the sellers possession and notify the buyer of any known lead-based paint hazards. A risk assessment of inspection for possible lead-based paint hazards is recommended prior to purchase.”
40. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representative, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
41. **Sole and Entire Agreement.** This agreement and any attached addendum noted below constitute the entire agreement between parties and no oral statements shall be binding.

All necessary payments shall be made before possession of the premises is taken.

Security Deposit	\$ _____
First Month Rent	\$ _____
Pro-Rated First Month Rent	\$ _____
Last Month Rent	\$ _____
Total	\$ _____

Lessee acknowledges:

1. That he/she has read this agreement and he/she has not relied upon any oral provisions or warranties made by the Lessor
2. Receipt of an executed copy of this agreement
3. Receipt of a copy of the “Units Condition” report
4. This is a legally binding contract; the Lessee acknowledges that he/she has been given the opportunity to seek competent advice.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessee

Lessee

Lessor

Lessor