

RENTAL AGREEMENT

This Rental Agreement is made this the _____ day of _____, 20____, by and between _____, Owner/Agent and _____, Occupant(s).

Owner/Agent in consideration of rent and covenants herein contained, agrees to rent to Occupant and Occupant agrees to rent from Owner/Agent the dwelling described as:

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TERM

_____ Occupant agrees to rent this dwelling on a week to week basis, beginning _____.

_____ Occupant agrees to rent this dwelling on a month to month basis, beginning _____.

RENT

_____ Occupant agrees to pay rent on Friday of each week for one week in advance for the sum of \$_____. Occupant will make the rent payment at the following location: _____

_____ Occupant agrees to pay rent on the _____ day of the month for one month in advance for the sum of \$_____. Occupant will make the rent payment at the following location: _____

If rent is paid before the due date of _____ a rent discount in the amount of \$_____ will be credited toward the rent. Any returned check will be considered as unpaid rent and will not be subject to a discount.

Rent will be considered late after _____ days. Owner/Agent expect Occupant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, Occupant agrees to pay a late fee in the amount of \$_____. This DOES NOT imply the Owner/Agent will in the future accept late rent. Future late rents may be considered a breach of this Agreement. Should rent become delinquent, Occupant agrees to pay all costs of collection agency fees, legal costs and attorney fees.

DEPOSIT

Occupant will make a deposit in the amount of \$_____ to be held until 45 days after the Occupant vacates the property. A termination of occupancy will be deemed to have occurred when Occupant abandons, quits

or vacates the premises with the Owner/Agent knowledge or when Owner/Agent reasonably determines that Occupant has moved from the premises, regardless of any personal property of Occupant still remaining on the premises. Such termination will also be deemed to be delivery of possession. Deposit will be returned in full except when the following conditions occur, deductions will be made accordingly:

1. Any monies due and payable to Owner/Agent.
2. Any damage to property and/or equipment that exceeds normal wear and tear.
3. There will be deductions for the cost of repairs and cleaning.
4. Deposit will not be returned if Occupant vacates prior to _____ months, unless previous written arrangements are made between Owner/Agent and Occupant.
5. Deposit will not be used in lieu of rent.
6. Any utility bills that are left unpaid that are the responsibility of Occupant as set forth herein.
7. All keys returned.
8. Written notice of forwarding address has been given to Owner/Agent.
9. Other _____

TERMS

Occupant shall have the right of quiet enjoyment of the premises.

Occupant assumes all risks of accident, injury and damage to persons in or about his or her dwelling and to hold the Owner/Agent harmless for any and all liability resulting therefrom.

Occupant will hold Owner/Agent harmless for loss or damage, from any cause, to their personal property. Owner/Agent's insurance does not cover occupant or occupants belongings. Renters insurance is recommended. _____

Occupant agrees to use this dwelling as their personal residence and agree to conduct no business on the premises without first obtaining Owner/Agent's written permission including but not limited to child care.

Occupant agrees not to sublet.

Occupant agrees that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

Occupant agrees not to obstruct the sidewalks, hallways, or stairways or to

use them for any other purpose than ingress or egress.

Owner/Agent agrees at Owner/Agent expense to keep in good repair and working order except to the extent damaged by Occupant's fault, all structural portions of the premises including without limitation foundations, walls, floors, stairways, roof and exterior portions thereof and all electrical, gas, water, heating, air conditioning and plumbing equipment. Owner/Agent agrees at Owner/Agent's expense to keep in good repair and working order except to the extent damaged by Occupant's fault, the appliances or equipment listed below:

Only two persons shall occupy a one bedroom dwelling and no more than four persons shall occupy a two bedroom dwelling and no more than six persons in a three bedroom dwelling. Only the following persons shall live in this dwelling: _____

Any person other than the Occupant(s) is considered a guest. Occupant(s) are responsible for all damages their guests have caused. Any Occupant or their guests whose actions are judged by the Owner/Agent to be a detrimental to the welfare of the other tenants, shall vacate the premises immediately upon the request of the Owner/Agent.

Occupant agrees to abide by all federal, state and local ordinances.

Owner/Agent will make necessary repairs to the dwelling with reasonable promptness after receipt of written notice from Occupant. All requests for repairs must be made in writing to Owner/Agent.

Occupant agrees to notify Owner/Agent of any prolonged absences of more than _____ days.

Occupant has inspected the dwelling and its contents and agree that they are in satisfactory order, as are the electrical, plumbing and heating systems. By taking possession of the premises it shall be conclusive evidence that the dwelling is habitable and in good order and repair, and that the Owner/Agent has made no representations as to the condition or state of repair of the premises or made any agreement or promises to repair or improve it either before or after execution of this Agreement.

Occupant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors.

Occupant will not permit any waste or misuse of the premises.

Occupant agrees to admit Owner/Agent to inspect and effect repairs.

Occupant agrees not to use nails any longer than 1 inch in hanging items on the walls.

Repairing vehicles to the point of dismantling will not be permitted.
Occupant will park in designated areas only.

Occupant will keep smoke alarms and fire extinguishers in working order.

No goods or material of any kind or description, which are combustible or would increase the risk of fire with respect to the premises, or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at the Occupant's risk and Owner/Agent shall not be responsible for any loss or damage.

Occupant agrees to control the heat to maintain above freezing temperatures at all times in all portions of the dwelling and the premises so as to prevent damage to water pipes and plumbing.

Radio or television aerials shall not be placed or erected on the roof or exterior.

Owner/Agent will be responsible for any clogged drains outside the dwelling except to the extent of Occupants fault and Occupant will be responsible for any clogged drains inside the dwelling.

Occupant will be responsible for the extermination of any insects, rodents or other pests therein or on the premise; and every Occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his/her dwelling unit is the only one infested, otherwise, Owner/Agent will be responsible for the extermination.

Unless otherwise agreed to in writing, the yard and shrubbery will be kept mowed and trimmed by the Occupant. If a conditions warrants that the Owner/Agent mows or trims, the Occupant will be charged \$_____ for this service.

Occupant may house no pet of any kind on the premise, even temporarily, without first obtaining Owner/Agent written permission. "Pets" include, but are not limited to both warm and cold blooded animals, such as dogs, cats, pigs, fish, hamsters, rats, birds, snakes, lizards and insects. Pets does not include animals trained to serve the handicapped such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as the Owner/Agent are notified in advance in writing of

the circumstances. Full amount of deposit will be forfeited for violation and Occupant will be requested to vacate the premise.

Occupant will be responsible for the seasonal installation of all screens, double doors, storm doors and windows whenever the same are required except where the Owner/Agent has agreed in writing to supply such service. Broken windows are the responsibility of the Occupant.

Occupant agrees to pay all utilities promptly and to change into their name by _____, except for the utilities the Owner/Agent has agreed to pay which are as follows:

Upon breach of this agreement Owner/Agent shall have the right to discontinue this service.

Occupant agrees not to use ceiling fans, waterbeds or other major appliances other than what is furnished by the Owner/Agent. There will be no use of auxiliary heat such as kerosene, electric or ceramic heaters unless prior written permission of Owner/Agent is given. There will be no installation of air conditioning units, without Owner/Agent written permission.

Occupant agrees to notify Owner/Agent in writing of any and all rented items including but not limited to furniture, appliances, and electronics.

No painting, contact or wallpapering, or alterations of any kind will be permitted without Owner/Agent prior written permission. Should landlord give consent, Occupant shall protect Owner/Agent from any lien for labor or material and liability for any personal injury or damage to the property associated in any way with any alteration. All alterations become the property of the Owner/Agent without compensation to the Occupant.

There will be a \$ _____ fee for returned checks and post-dated checks will not be accepted.

Occupant agrees to maintain the property and furnishing with reasonable care. He/She will keep the property in a clean and sanitary condition. When vacating the premise the Occupant agrees to restore the property to it's original condition. He/She will dispose of all rubbish, tires, appliances and furniture by contacting _____ and paying to have them removed.

Occupant agrees to give the Owner/Agent _____ month(s) week(s) notice when moving.

Occupant must return all keys and give a written forwarding address to Owner/Agent.

Upon abandonment of premise, Owner/Agent shall have the right without notice to store or dispose of any Occupants personal property remaining on the premises after termination of this Agreement. Any such property shall be considered Owner/Agent's property and title thereto shall vest in Owner/Agent.

Owner/Agent reserves the right at any time to prescribe such additional rules and make such changes to the rules set forth and referred to above, as Owner/Agent shall in it's judgment determine to be necessary for the safety care and cleanliness of the premises for the preservation of good order and for the comfort or benefit of the residents generally.

If the Occupant remains on the premises following the date of their termination of tenancy, they are holding over and become liable for rental damages in the amount of \$ _____ per day.

DISCLOSURES

Whatever item in this Agreement found to be contrary to any local state or federal law shall be considered null and void just as if it has never appeared in this Agreement and it shall not affect the validity of any other item in this Agreement.

Should either Owner/Agent or Occupant waive their rights to enforce any breach of this Agreement that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owner/Agent may know when accepting late rent that Occupant(s) are violating one or more of this Agreement's conditions. Owner/Agent in accepting the rent are in no way waiving their rights to enforce the breach. Neither Owner/Agent nor Occupant shall have waived their right to enforce any breach unless they agree to a waiver in writing. Violation of the terms of this Agreement shall give the Owner/Agent the right to immediate possession at which time Occupant forfeits total deposit.

I have been given my documents from the National Lead Information Center. This Agreement signed and deposit received on _____.
I have read and understand all of the above and I agree.

Date

Occupant

Occupant