

# RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made on [date] between:

**Landlord:** [Landlord's full legal name], of [Landlord's mailing address] ("Landlord"), and

**Tenant(s):** [Tenant's full legal name] and [additional tenant's full legal name, if any] (together, "Tenant").

Each person signing as Tenant is jointly and individually responsible for all of Tenant's obligations under this Lease.

## 1. Property

Landlord rents to Tenant the residence at [street address, unit number, city, state, ZIP] (the "Property"), including [list any parking space, storage unit, or furnishings included, or "N/A"].

## 2. Term

The Lease begins on [start date] and ends on [end date]. At the end of the term, Tenant will move out unless the parties sign a new lease. If Tenant stays with Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it by giving the written notice required by state law.

## 3. Rent

Tenant will pay rent of [\$ amount] per month, due on the [day, e.g. 1st] day of each month. Rent is paid by [method, e.g. bank transfer, check, payment app] to [payee and address or account details]. If the Lease starts on a day other than the rent due date, the first month's rent is prorated to [\$ amount].

## 4. Late Payment

If rent is not received within [number] days after the due date, Tenant will pay a late fee of [\$ amount], as long as that amount is permitted by state and local law. A returned or bounced payment carries a fee of [\$ amount].

## 5. Security Deposit

Tenant will pay a security deposit of [\$ amount] on or before [date]. Landlord will hold the deposit as required by state law. Within the time state law requires after Tenant moves out and returns the keys, Landlord will return the deposit, minus any lawful deductions for unpaid rent or damage beyond normal wear and tear, with an itemized list of any deductions. The deposit may not be used by Tenant as the last month's rent unless Landlord agrees in writing.

## 6. Utilities and Services

Responsibility for utilities and services is as follows:

- Electricity: ☐ Landlord ☐ Tenant
- Gas: ☐ Landlord ☐ Tenant
- Water and sewer: ☐ Landlord ☐ Tenant
- Trash: ☐ Landlord ☐ Tenant
- Internet and TV: ☐ Landlord ☐ Tenant
- Lawn and snow care: ☐ Landlord ☐ Tenant

## 7. Occupants and Guests

Only the Tenant(s) named above and these additional occupants may live at the Property: [names of other occupants, e.g. minor children, or "None"]. A guest may stay no more than [number] consecutive days without Landlord's written consent, which Landlord will not unreasonably withhold.

## 8. Pets

- ☐ No pets are allowed.
- ☐ The following pets are allowed: [type, breed, number]. Tenant will pay a pet deposit of [\$ amount], if permitted by law, and is responsible for any damage caused by the pets.

## 9. Smoking

Smoking and vaping inside the Property are ☐ not allowed ☐ allowed.

## 10. Use of the Property

Tenant will use the Property only as a private residence, will follow any building or homeowners' association rules given to Tenant in writing, and will not disturb neighbors or break the law on the Property.

## 11. Maintenance and Repairs

Tenant will keep the Property clean and sanitary, use appliances and fixtures properly, and promptly tell Landlord in writing about any leak, damage, or needed repair. Tenant will pay for damage caused by Tenant, occupants, guests, or pets, other than normal wear and tear.

Landlord will keep the Property in safe and habitable condition as required by law and will make necessary repairs within a reasonable time after notice. Tenant will not make alterations, paint, or change locks without Landlord's written consent.

## 12. Landlord's Entry

Landlord may enter the Property at reasonable times to inspect, make repairs, or show it to prospective tenants or buyers, after giving Tenant at least [number] hours' notice, or any longer notice required by law. In an emergency, Landlord may enter without advance notice.

## 13. Assignment and Subletting

Tenant may not assign this Lease or sublet any part of the Property without Landlord's prior written consent, except where state or local law gives Tenant a right to sublet.

## 14. Move-In and Move-Out Condition

The parties will complete a move-in condition checklist within [number] days of the start date and keep a signed copy. At the end of the tenancy, Tenant will return the Property clean and in the same condition, except for normal wear and tear, and return all keys.

## 15. Default

If Tenant fails to pay rent or seriously breaks this Lease, Landlord may end the tenancy only by following the notice and court procedures required by state and local law. If Landlord fails to meet Landlord's obligations, Tenant keeps all remedies available under law.

## 16. Lead-Based Paint Disclosure

- ☐ The Property was built in 1978 or later.
- ☐ The Property was built before 1978. A signed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and the EPA pamphlet "Protect Your Family From Lead in Your Home" are attached and form part of this Lease.

## 17. Other Disclosures and Attachments

The following are attached: [e.g. move-in checklist, HOA rules, any state-required disclosures, or "None"].

## 18. Notices

Notices under this Lease must be in writing and delivered by hand, by mail, or by email to the addresses below, unless state law requires a specific method for a particular notice.

- Landlord: [address and email]
- Tenant: the Property address and [email]

## 19. General Terms

**Entire agreement.** This Lease, with its attachments, is the entire agreement between the parties about the Property.

**Amendments.** Any change to this Lease must be in writing and signed by Landlord and Tenant.

**Governing law.** This Lease is governed by the laws of the State of [State].

**Severability.** If any part of this Lease is found invalid or unenforceable, the rest remains in effect.

**Counterparts and electronic signatures.** The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

## **Signatures**

### **Landlord**

Signature: \_\_\_\_\_

Name: [full name]

Date: [date]

### **Tenant**

Signature: \_\_\_\_\_

Name: [full name]

Date: [date]

### **Second Tenant (if any)**

Signature: \_\_\_\_\_

Name: [full name]

Date: [date]