Agreement of Lease

THIS LEASE, made and entered this _____ day of _____ , 20-_____ , by and between: (hereinafter called "Owner) and Last Name: _____ , First Name: _____ (hereinafter called "Resident"),

WITNESS THAT:

1. **Lease Term**
In consideration of the covenants hereinafter contained on the part of the Resident to be kept and performed, Owner does hereby lease to resident the house located at _____. The term of this lease shall commence on the _____ day of _____ , 20-_____ and expire at 12:00 am midnight on the _____ day of _____ , 20-_____.

2. **Rental**
Resident shall pay to Owner a total rental of $ _____ for the full term of this lease. Owner hereby acknowledges receipt of $ _____ simultaneously with the execution and delivery of this Lease; which sum shall be applied to the said rental. The remainder of $ _____ shall be paid by Resident to Owner in _____ equal installments of $ _____ each, due and payable on the first day of each calendar month throughout the term of this Lease with the first such payment due on _____, 20-_____. Resident shall pay the rent to Owner at _____ or to such other address as Owner shall direct from time to time.

3. **Security Deposit**
Owner hereby acknowledges receipt from Resident of $ _____ as security for resident's full and faithful performance of each and every term, covenant and condition of this Lease. In the event that Resident shall default in the payment of any installment of rent when due, or shall fail to perform and/or observe any term/covenant or condition of this Lease on Resident's part to be kept and/or observed, Owner may use, apply or retain the whole or any part of Resident's security deposit for the payment of any rent and/or additional rent then or at time thereafter due, or for the satisfaction of other sums which Owner may expend or be required to expend or incur by reason of Resident's default hereunder, including any expenses incurred in the reletting of the house.

In the event that Resident shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of the Lease, the said security deposit (or any balance thereof) shall be returned to Residents within fourteen (14) days after the expiration of the term of the lease and vacation of the premises by tenant or after 14 days that the said landlord learns that the premises has been abandoned, and shall provide a written statement describing the basis for retaining any deposit. The security deposit shall be refunded only if,

(a) a thirty (30) day written notice of intention to vacate is given by Resident to Owner prior to the expiration of this Lease;
(b) the keys are promptly returned to the Owner; and
(c) the house and its contents are found, upon inspection, to be in good, clean condition with no unusual ordinary wear and tear expected.

4. **Default**
In the event Resident defaults under this Lease and the security deposit does not cover all rent due and all damages and expenses Owner incurs as a result thereof, including reasonable attorneys' fees, owner shall be entitled to collect such rent and damages in any lawful manner after providing a statutory 3 day notice for late rent and a statutory ten day notice for any other breach of contract. Resident covenants and agrees that if default shall be made in the payment of any installment of rent, or if Resident shall violate any of the terms, covenants, or conditions of this Lease, then Owner shall be entitled to reenter and retake possession of the house and recover any and all resulting damages, including all costs and reasonable attorney's fees after a statutory 3 day notice for late rent and a statutory ten day notice for any other breach of contract. Resident hereby acknowledges and agrees that in the event any statement made by Resident in the Application For Lease delivered to Owner in connection with this Lease is subsequently determined to be false, Owner may, at its election, terminate this Lease after the statutory ten day notice is provided.

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5. **Subordination**

This Lease shall be subject and subordinate at all times to the lien of any existing mortgages which may hereafter become alien on _____. Resident agrees to promptly execute and return any instrument evidencing such subordination that Owner may request.

6. **Miscellaneous Provisions**

Resident, for themselves, their heirs, legal representative, successors and assigns, hereby covenant and agree that:

a) Resident shall pay all utilities, except water during the four consecutive months of June through September. Water bills will be submitted to owner and reimbursed as due.

b) Parking space is allowed only on above listed property and at Residents own risk. Owner is not and shall not be deemed to be responsible for any damage to vehicles or to contents which are on the premises.

c) Owner is not an insurer of Residents person or personal property. Resident agrees that all of Resident's personal property in the house or elsewhere shall be at the sole risk of Resident, and that Resident will carry such insurance as Resident deems necessary therefore. Resident agrees that Owner, and its partners, agents and employees, shall not be liable for any damage to the person or property of Resident of any person occupying/visiting the house _____ for any reason whatsoever.

d) Resident agrees to use the said house solely for the purpose of Resident's personal residence. Resident shall not rent, sublet, transfer or assign this lease, or any interest herein, without the prior written consent of owner, which consent may be granted, withheld, or conditioned in Owner's sole and complete discretion. Resident agrees to make no unlawful, improper or offensive use of the house and to quit and deliver up the house and its appliances and equipment at the end of the term of this Lease in as clean a condition as they were on the date of first possession, ordinary wear and tear excepted.

e) Resident agrees to comply with all laws, orders and government regulations which affect the house at _____, as the same may be amended from time to time.

f) Resident may only keep pets or animals with Owner's Prior Written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion.

g) Resident may only paint or make alterations, additions or improvements to the house with Owner's prior written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion.

h) Owner or any of its agents shall have the right to enter the house during all reasonable hours to make inspections, repairs, additions, or alterations as may be deemed reasonable necessary for the safety, comfort or preservation thereof, or of the building after providing a statutory two day notice. However, owner or any of its agents may enter the house at any time for emergency repairs necessary for the protection of any person.

i) Motorcycles, campers, trucks, boats and boat trailers, and commercial vehicles are not permitted at the house of _____, without Owner's prior written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion.

j) The house shall be occupied only by the undersigned Resident and those people listed on the approved Application For Lease, which is incorporated herein by this reference.

k) Waterbeds are strictly prohibited without Owner's prior written consent, which consent may be granted, withheld or conditioned in Owner's sole and complete discretion.

l) Carports and garages may be used for storage of vehicles and other miscellaneous items specifically approved in writing by Owner.

m) Outdoor storage structures are strictly prohibited.

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n) No more than four vehicles are permissible on the said property and are not permitted to be parked on any yard or along the side of the garage or parked in the street.

o) If any provisions of this Lease, or the application of any provision of this Lease to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of the Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of their Lease shall be valid and enforced to the fullest extent permitted by law.

p) Resident has examined the house before signing this Lease and agrees that the premises and the rooms of the house and all appliances furnished are in good and satisfactory condition. _____ initials of Resident

q) A late fee of $ _____ will be assessed if rent has not been paid by the 5th day of each calendar month, plus an additional late fee equal to $ _____ per day shall be assessed for each day after the 5th day following the rental due date with such rent remains unpaid. Notwithstanding the foregoing, the rent is due on the 1st day of each calendar month, and Resident shall be deemed to be, at the election of Owner, in default of this Lease if the rent is not paid by the 1st day of each calendar month.

r) In addition to any late fees which may be due, a fee of $ _____ will be assessed if Resident tenders a check to Owner that is returned to Owner for "insufficient funds" or on a closed account.

s) A fee of $59.00 shall be payable by Resident to Owner to defray the cost of cleaning the carpet in the house after Resident vacates the same. Such fee shall be delivered by Resident to Owner at the time Resident delivers his notice of intention to vacate the house.

t) Resident has been shown the location of all smoke alarms in said house. _____ initials of Resident. Resident shall be required to maintain all smoke alarms according to manufacturers specifications and Owner shall not be responsible for any negligence of Resident that results in damage of Owners property or the personal property of Resident, Resident's family or any of the Resident's guests.

u) In addition to stated provisions, no smoking and drug activity is permitted inside of residence.

v) Should any action of contest by resident or leasor that may lead to arbitration or legal action, Owner will not be liable for any court fees and will be paid of any monetary lost and/or damaged from court appearances and arbitration expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in several counterparts, each of which shall be deemed an original, as of the day, month, and year first above written.

RESIDENT	OWNER
Signature_____	Signature_____
Date_____	Date_____
Print Name_____	Print Name_____

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