

# LEASE AGREEMENT

The Landlord and Tenant agree to lease the premises at the Rent and for the Term stated on these terms:

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PREMISES:** \_\_\_\_\_

<b>Lease Date:</b> _____	<b>Term:</b> _____	<b>Yearly Rent:</b> \$ _____
	<b>Beginning:</b> _____	<b>Monthly Rent:</b> \$ _____
	<b>Ending:</b> _____	<b>Security:</b> \$ _____

\*Broker: **RE/MAX REALTY GROUP**

**1.) USE:** The Premises must be used to live in only and for no other reason. Only the party signing this Lease, spouse and children or that party may use the Premises.

**2.) FAILURE TO GIVE POSSESSION:** Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case, rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

**3.) RENT, ADDED RENT:** The Rent payment for each month must be paid on the first day of that month at Landlord's address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent".

This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

**4.) NOTICES:** Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the address for notices.

**5.) SECURITY:** Tenant has given Security to the Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security. Security is not to be used for last month's rent.

**6.) UTILITIES AND SERVICES:** Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, and telephone.

**6A.)** No pets are permitted in the Premises without prior written consent of the Landlord.

**7.) FURNISHINGS:** If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

**8.) REPAIRS, ALTERATIONS:** Tenant must keep, and at the end of the term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

**9.) SPACE "AS IS":** Tenant has inspected the Premises, Tenant states that they are in good order and repair and takes the Premises "as is."

**10.)** Tenant is responsible to give the Landlord/Management 45-day notice with intention of renewing Lease. If notice is not received it is understood the Tenant will be vacating premises on the end date of said Lease.

**11.) FIRE DAMAGE:** Tenant must give Landlord immediate notice in case of fire or other damages to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days written notice. The term shall be over at the end of the third day and all rent shall be paid to the date of damage.

**12.) LIABILITY:** Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invites.

**13.) LANDLORD'S CONSENT:** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

**14.) ASSIGNMENT, SUBLET:** Tenant may not sublet all or part of the Premises, or assign Lease or permit any other person to use the Premises.

**15.) LANDLORD MAY ENTER, KEYS, AND SIGNS:** Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders, or tenants. Tenants must give to Landlord keys to all locks. Locks may not be changes or additional locks installed without a Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place usual "For Rent" or "For Sale" signs upon the Premises.

**16.) SUBORDINATION:** This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land which it stands, (b) mortgages on the leases or the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions or leases or Lender agreements. Tenant must promptly execute any certificate(s) that landlord requests to show that this Lease is subject and subordinate.

**17.) CONDEMNATION:** If all of the Premises is taken or condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date does not less than 30 days from the date of the notice. If the Lease is canceled, Tenant must deliver the Premises to landlord on the cancellation date together with all rent due to that date. The entire award or any taking belongs to Landlord. Tenant give Landlord any interest Tenant might have to any part of the award and shall make no claim of the value of the remaining part of the Term.

**18.) COMPLIANCE WITH AUTHORITIES:** Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules, and directions of all governmental authorities, property, owners associations, insurance carriers of Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

**19.) TENANT'S DEFAULTS AND LANDLORD'S REMEDIES:**

A.) Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent in time
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises
3. Improper conduct by Tenant or other occupant of the Premises
4. Failure to fully perform any other term in the Lease

B.) If Tenant fails to correct the defaults in section A within 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date, the Term and Tenant's rights in this Lease automatically end and the Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C.) If the Lease is canceled or rent or added rent is not paid on time, or Tenant vacates the Premises. Landlord may in addition to these remedies take any of the following steps:

1. Enter the Premises and remove Tenant, any person, or property
2. Use dispossess, eviction or other lawsuit method to take back the Premises

D.) If the lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost for re-renting; Landlord's cost shall include cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

**20.) BANKRUPTCY:** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses, and expenses without offset.

**21.) CORRECTING TENANT'S DEFAULT:** If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to landlord will be added rent.

**22.)** Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

**23.) WRITTEN INSTRUCTIONS:** Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

**24.) BROKER:** Landlord and Tenant recognize the above Broker as the Broker who brought about this Lease. Landlord is responsible to pay the Broker's commission.

**25.) LANDLORD UNABLE TO PERFORM:** If due to labor trouble, governmental order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control. Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

**26.) ILLEGALITY:** If any part of this Lease is not legal, the rest of the Lease will be unaffected.

**27.) NO WAIVER:** Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

**28.) QUIET ENJOYMENT:** Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peacefully and quietly have, hold and enjoy the Premises for the Terms of this Lease.

**29.) SUCCESSORS:** This Lease is binding on all parties who lawfully succeed to the rights or take place of the Landlord or Tenant.

**30.) REPRESENTATIONS, CHANGES IN LEASE:** Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**31.) PARAGRAPH HEADINGS:** The Paragraph headings are for convenience only.

**32.) EFFECTIVE DATE:** This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

**33.) FEES AND EXPENSES UPON TENANT'S DEFAULT:** If Tenant shall default in the performance of any covenant on Tenant's part to be performed by virtue of any article in the Lease contained, Landlord may immediately or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to compel with any provision

hereof, and if Landlord is compelled to incur any expenses including reasonable attorney's fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default by Tenant hereunder, the sum or sums so paid by Landlord will be interest costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

**34.) INSURANCE:** Tenant agrees to provide Landlord, during the term of the Lease and keep in force for the benefit for the Landlord and Tenant, a renter's liability insurance policy. Tenants shall also be solely responsible for insurance covering damage to its improvements and personal property and shall maintain insurance in the amount not less than the replacement value of those improvements and personal property; provided, however, if Tenant's use of said promises causes increase in the Landlord's insurance premiums, Tenants covenants and agrees to pay said increase cost within (30) days after demand for same is made by Landlord and said cost shall be deemed to be additional rent.

**35.) LATE FEE:** If rent is not paid by the 5<sup>th</sup> of the month, the Tenant shall pay the Landlord a twenty-five (\$25.00) late fee. If the check is returned, the Tenant will be charged a twenty-five (\$25.00) bounced check fee

**36.) SNOW REMOVAL:** Tenant is responsible for removing snow around the entrance to the property and clearing the driveway for their personal vehicle and use.

**37.) LAWN CARE:** Tenant is responsible for all yard care of the property (i.e. lawn cutting, trimming, weeding, etc.). Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

**38.) RECYCLING:** Tenant is responsible for all recycling. A blue box will be provided by the city/town.

**39.)** All parties agree that if Tenant purchases the property, RE/MAX Realty Group will have brought about the sale. A commission of 5% will be owed to RE/MAX Realty Group by the Landlord.

**Rider**

Additional terms on \_\_\_\_\_ page(s) initialed at the end by the parties is attached and made a part of this Lease.

**Signatures**

The parties have entered into this Lease on the date first above stated.

**LANDLORD:**

**TENANT(S):**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_