

Lease Agreement

1. **Term of Lease**

Tenant understands that the rental term begins _____ and ends _____.

2. **Rent Payment**

The monthly rent shall be \$_____, payable to Owner and due on the **5th** day of each month during the term.

3. **Penalties**

A **\$35 late fee** will be assessed if full payment is not received by **five days** after the due date before 5 p.m.. There is a **\$35 service charge** for non-sufficient funds.

4. **Holding/Security Deposit**

Prior to moving in the Tenant will give a **\$600 Holding/Security Deposit** to the Owner for the purposes of holding the rental for the Tenant for a future move in date and for payment of all fees and charges after moving out; for: 1) cleaning the premises, repairing damages caused by the Tenant and or guests, (excluding ordinary wear and tear); and 2) for the recovery of rent and other required fees not paid. SECURITY DEPOSIT IS NOT INTENDED TO BE USED FOR THE LAST MONTH'S RENT. If any portion of the security deposit is used during the tenancy, the Tenant agrees to reinstate the total security deposit within seven days after written notice is delivered to Tenant. Within 21 days after the termination of the lease and after the Tenant has moved out, the Owner shall: return any remaining portion not used for stated purpose of the security deposit to Tenant with an itemized statement indicating the amount used. No interest will be paid on the security deposit unless required by local law.

5. **Keys**

The Tenant will be provided with one house key, which is authorized only for the Tenant's use and any copies made, likewise, are only for the Tenant's use. Keys are the property of the Owner and will be returned at the termination of the lease. Failure to do so will result in a replacement charge of \$15. There will be 1 garage door remote provided and if not returned, the Tenants will be charged \$50.

6. **Utilities and Yard Service**

The utility bills for gas, electric and water will be divided equally by the number of Tenants renting the house and each Tenant will pay their portion on a monthly basis to the Owner for said bills. Gardening service, trash and internet are provided at the Owner's expense.

7. **Occupancy**

Tenant agrees that the use of the room and other house facilities are **only for the exclusive use of the Tenants** contracting for the house. Future tenants are not to drop off any of their belongings prior to their official start date of their tenancy (unless prior arrangement is made with the Owner).

8. **Condition**

Tenant agrees to deliver to Owner a copy of the **walk-through document** noting any items which are damaged, not in operable condition or other issues within 72 hours after occupying the premises as an acknowledgment of the condition of the premises (The copy may be sent through email).

9. Maintenance

Tenant shall take reasonable care to maintain clean and sanitary conditions in their room, bathroom and house. Tenant is to keep the bathroom free of mold and prevent damages to the premises by fire or other causes. The Tenant shall keep the premises, fixtures and appliances of the property clean and in good working order at the Tenant's own expense. Upon the termination of this lease the Tenant shall return the premises to Owner in as good a condition of cleanliness and repair as at the start of this lease (reasonable wear and tear excepted).

10. Safety Devices

It is a misdemeanor to tamper with or interfere with carbon monoxide sensors and smoke detectors. Owner warrants that any such safety devices are in proper working condition at the time Tenant moved in. Tenant releases Owner from any and all liability, loss, cost, damage, or expenses arising from or relating to any failure, defect, or deficiency of any safety device. Owner has no obligation to install any safety devices or systems at the premise, except as required by governing law.

11. Access to Premises

The Tenant shall permit the Owner or agent access to the premises to make any necessary repairs, maintenance or improvements; to supply necessary or agreed-upon services; to show the rental unit to prospective tenants, or to determine the Tenant's compliance with the provisions of this Lease. The Owner shall provide the Tenant with 24-hour's notice of entry, unless otherwise agreed upon between the Owner and the Tenant. In the event of an emergency or time-sensitive repair (example: water/gas leaks) the Owner or agent may enter without prior notice to the Tenants.

12. Cancellation

This lease agreement can be canceled only for the following reasons by the Tenant: 1) illness or injury requiring withdrawal from school 2) death of Tenant or 3) both parties' agreement. In the event that the Tenant leaves before the end of the term of the lease and not in accordance with the above stated reasons, the Tenant will remain liable for any fees, rent and other obligations of this lease until the end of the terms of the lease.

13. Swapping out

The Tenant may be released early from the lease if: A suitable replacement to fill out the term of the lease has been accepted and approved by the remaining Tenants and Owner, and the Replacement Tenant has signed a lease and has begun to pay rent and utilities to the Owner. (The finding of a replacement is not the responsibility of the Owner).

14. Subleasing

Any person who fills a spot for another must submit an application and be approved by the Owner and those remaining in the house. Both Tenants will be held liable for the terms of the lease except the original Tenant is not to reside in the house while their substitute is residing in the house. Further arrangements will be decided between all parties (Tenant, Tenant's Substitute and Owner) such as method of paying rent and utilities, the starting and ending dates, and service fee.

15. Termination

The Owner reserves the right to terminate this lease upon 3-day's notice in the event of the Tenant's intentional destruction of property, or nuisance (One must realize that neighbors may have a low tolerance for excess noise associated with social gatherings/ music.) The Tenant is fully responsible for the conduct of their guests or unlawful use of the premises.

16. Surrender of Occupancy

Upon expiration or termination of this Lease, the Tenant shall: 1) fully vacate including all Tenant's items and surrender key(s) and possession of the premises in as good and clean order and condition as the premises was at the beginning of the lease term, reasonable wear and tear excepted. 2) Schedule and complete a walk-through with the owner. Any items left or unclaimed by the Tenant will be considered as abandoned and removed, and if need be, at the Tenant's expense which will be taken from the security deposit.

17. Request to sign a new lease

In February the Owner will request the Tenant's intention for the next school year regarding renting the house, so as to give the current Tenants 1st choice before advertisement for any new Tenants begins. If the Owner does not receive an intention to sign a new lease, the current Tenant's lease will expire at the end of the lease's term. NOTE: If the Tenant does not sign a new lease by March 20th, their space will be considered available at the end of their lease's term for rental to another Tenant.

18. Restitution for Damages

The Tenant agrees to pay Owner the needed amount to make full restitution for any loss or damage caused by the Tenant and/or their guests to the property if the security deposit is not sufficient.

19. Liability

This agreement is made on the express condition that the Owners, are to be free from all liability and claim damages by reason of any injury to any person or persons including residents or guests or property of any kind from any cause or causes whatsoever. Tenant agrees to indemnify and save and hold harmless the owners from any liability, lost cost, attorney's fees, or obligations on account of or arising out of any injury or loss (including theft of Tenant's personal items).

20. Attorney Fees

Tenant agrees to pay any and all legal costs and court fees incurred to collect unpaid amount due under this lease. The Owner reserves all legal remedies to pursue defaults in rents, including termination of this lease and leasing the premises to another person.

Rules

21. The Tenants and their guests are to stay off of the roof at all times.

22. No fireworks, loaded firearms, explosive, or flammable materials (such as gasoline & solvents except that which might be used in an art project) are permitted in or about the premises and may be immediately confiscated by the owner.

23. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right or interest. Tenant shall not store any inherently dangerous material, or illegal substances.

24. The leased premises is a smoke-free living environment. The Tenant or the Tenant's guests shall not smoke tobacco or marijuana or use water pipes, anywhere in or on the leased premises. Possession and /or use of illegal drugs and the cultivation of marijuana is not permitted.

25. No pets of any kind shall be permitted in or about the premises.

26. Tenant shall not use the garage or enclosed covered patio for cooking or as a bedroom to sleep.
27. Tenant agrees to clean lint filter in dryer and to keep the laundry area free of debris. Owner shall not be liable for any personal injury or property damage arising from or relating to Tenant's use of laundry appliances made available.
28. Tenant shall not alter, add, improve, or paint any portion of the premises. Command Strips (or like product) are to be used instead of nails for hanging things.
29. Garage is to be kept orderly so that all Tenants have easy access to their shelves.
30. All vehicles must be registered and in running condition, otherwise they will be removed after 30 days at Tenant's expense. Vehicles are not to be on the grass at any time so as not to damage the grass or sprinklers. Tenants are to protect driveway from any oil leaking from their cars.
31. **Tenant Binding Effect**
The Tenant hereby acknowledges that they have read the foregoing lease and hereby assumes and agrees to be responsible for the performance of all the covenant. If Tenant violates any covenant or provision of this lease, the Owner shall have the right to terminate this lease.

Addendum Provided:

*DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
MOLD DISCLOSURE
DISCLOSURE OF BEDBUG INFESTATION HISTORY
DISCLOSURE OF REGISTERED SEXUAL OFFENDER DATABASE
DEMOLISH DISCLOSURE
ORDNANCE LOCATION DISCLOSURE
RENT CAP AND JUST CAUSE ADDENDUM*