

# LEASE (House)

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

## 1. NAMES OF LANDLORD AND TENANT

Names of the landlord: Russel and Raylene Moldovan

Name(s) of the tenant(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. LEASED PREMISES

The leased premises is the place that landlord agrees to lease to tenant. The leased premise is: \_\_\_\_\_

## 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on: \_\_\_\_\_

This lease end on: \_\_\_\_\_

Tenant understands this lease is for a one-year term and tenant understands there is a 30-day written notice required before vacating the premises at the end of the initial term. Tenant further understands that if no notice is received before the end of the one-year term, tenant will be charged an additional full month rent due to the cost and inconvenience the landlord will incur in renting the property.

4. The amount of rent is \$ \_\_\_\_\_ per tenant per month for four or \$ \_\_\_\_\_.

Tenant agrees to pay the monthly rent in advance on or before the fifteenth day of each month. Tenant agrees to pay rent by first class mail postage or in designated drop off or in person.

Tenant agrees to pay a LATE CHARGE OF \$5.00 PER DAY for every day after the 20<sup>th</sup> (20) DAY OF THE MONTH. If tenant mails the rent to the landlord, the date of payment will be the date the envelope was postmarked. The landlord can satisfy the tenant's late fees by subtracting it from the tenant's deposit.

## 5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit equal to one month's rent.

Tenant agrees to pay the security deposit to landlord before the lease starts and before landlord gives possession of the leased premises to tenant.

Landlord can take money from the security deposit to pay for damages caused by tenant, tenant's family and tenant's guests. Landlord may take the security deposit to pay for any unpaid rent. **Tenant cannot apply the security deposit as rent for the last month.**

After taking out for damages, if any, and unpaid rent, if any, landlord agrees to send to tenant any security deposit money left over. Landlord will send the remaining security deposit money to tenant within thirty (30) days, after the lease ends and tenant leaves and the apartment has been inspected. Landlord also agrees to send to tenant a written list of damages and amounts of money taken from the security deposit. **The full security deposit will be refunded to tenant if the apartment is professionally cleaned and in good condition and rent is paid in full.**

Tenant agrees to give landlord a written notice to vacate and a forwarding address 30 days before tenant leaves at the end of the one-year term.

## 6. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give tenant possession of the leased premises on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased premises because the prior tenant is still in the leased premises or the leased premise is damaged. **IF LANDLORD CANNOT GIVE THE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DATE LANDLORD GIVE POSSESSION OF THE LEASED PREMISES TO TENANT.**

## 7. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. The tenant's own property is not insured by landlord's insurance. Tenant is responsible for tenant's own property that is located in the leased premises. Tenant is encouraged to purchase tenant's own insurance.

## 8. ASSIGNMENTS BY TENANT

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease.

Tenant agrees not to transfer (assign) this lease to anyone else without the written permission of landlord. There is a minimum of \$25.00 fee charged for the assignment/sublease. An additional security deposit by sub-leaser is required.

Tenant agrees not to sub-lease (or assign) all or any part of the leased premises to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease (assigns) or sub-leases all or a part of the leased premises to another (without landlord's consent), tenant has violated this lease.

## 9. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Tenant is responsible for all damage to the leased premises and injury to people caused by tenant, tenant's family or guests.

Tenant agrees that landlord is not responsible to tenant, tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless landlord was negligent.

Tenant will pay any damage to building, fixtures, or water pipes, caused by tenant or tenant's guest's negligence, during the term of this lease. On expiration of this lease, the property is to be surrendered in as good order as it now is, reasonable wear and tear expected.

## **10. USE OF LEASED PREMISES**

Tenant agrees to use the leased premises only as a residence. Tenant agrees to obey all federal, state and local laws and regulations when using the leased premises. Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises, which could harm anyone or damage any property.

Tenant agrees that tenant will not allow more than 4 unrelated adults to occupy the leased premises without the written permission of the landlord.

## **11. RULES AND REGULATIONS**

Tenant agrees to obey all rules and regulations on the Lease Agreement Addendum attached hereto for the leased premises. No changes or additions to these rules and regulations will become effective until Tenant has been provided with a written copy of the change or addition by mail, posting, or delivery to the Leased Premises.. **If tenant violates any rules or regulations for the leased premises, tenant violates this lease.**

## **12. LANDLORD'S RIGHT TO MORTGAGE THE LEASE PREMISES (SUBORDINATION)**

Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the landlord's mortgage company. In other words, tenant's rights under this lease are subordinate to landlord's mortgage company. If landlord does not make mortgage payments, the mortgage company may have the right to end the landlord's ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease may end.

Tenant agrees that landlord has the right to mortgage the leased premises. If landlord has a mortgage on the leased premises now, or if landlord gets a mortgage in the future, tenant agrees that this lease is subordinate to the landlord's mortgage.

## **13. CARE OF LEASED PREMISES**

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. Tenant agrees to notify the Landlord when damages occur or when repairs are needed, and pay for any damage caused by tenant, tenant's family and tenant's guests. Tenant agrees to turn over possession of the leased premises to landlord when the lease ends. The cost of any repairs not caused by normal wear and tear will be charged to Tenant and assessed against Tenant's security deposit. If landlord must use some or all of the security deposit to repair damages caused by Tenant's lack of good care, Landlord will demand in writing,

payment from Tenant to restore Security deposit. If Tenant fails to pay to Landlord an amount sufficient to restore the security deposit within 10 days of receipt of the written notice, Landlord may end the lease and evict Tenant.

#### 14. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that landlord and landlord's representatives have the right to enter the leased premises at reasonable times. Landlord and landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to prospective renters. Reasonable attempts will be made to coordinate these activities with your schedules to best provide you with ample opportunity to be present.

#### 15. UTILITY SERVICES

Landlord and tenant agree to pay the charges for utilities and services supplied to the leased premises as follows:

<u>Charge of Service</u>	<u>Paid By</u>
Television Cable	Tenant
Electric to Premises	Tenant
Phone Service	Tenant
Natural gas heating	Landlord
Snow and ice Removal	Tenant
Water Service	Landlord
garbage Collection	Landlord***
Lawn Maintenance and Leaf Removal	Landlord
Sewer Charges	Landlord
Pest Control Outside Premises	Landlord
Pest Control Inside Premises	Landlord***
Appliance maintenance	Landlord***
Routine house maintenance	Landlord***

\*\*\*(except due to Tenant's negligence)

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

#### 16. GOVERNMENTAL POWER OR EMINENT DOMAIN

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. Landlord and tenant agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

#### 17. VIOLATIONS OF THIS LEASE

Landlord shall have the right to immediately terminate this lease upon failure of Tenant to pay rent within ten (10) days of its due date, excessive damage to the property, or upon excessive noise or disorderly conduct. If legal counsel is required in order to terminate lease and judgment is in favor of the Landlord, the Tenant will be responsible to pay for all legal fees. Should a collection agency be required, the tenant will pay for all collection fees charged by the collection agency over and above what is owed on the lease. If the tenant violates any of the terms and conditions of this lease, the Landlord has the right to enforce collection of the entire unpaid balance of the rent for the remaining term of the lease. If the tenant fails to pay rent after 10 days of its due date, the landlord has the right to remove all personal possessions of the tenant immediately, and the landlord is not responsible for the fate of those personal possessions. If the tenant is evicted for a violation of the lease, the landlord has the right to move all person possessions immediately, and the landlord is not responsible for the fate of those personal items. Should a violation of the lease warrant eviction, a dated eviction letter will be sent or dropped off at the premise. The tenant will be given 7 days from the date on the eviction letter to remove all of his/her personal belongings. If the tenant fails to remove his/her property within the deadline, the landlord has the right to remove them and is not responsible for them. At any point of the process formal proceedings may be taken to the courthouse. The tenant will still be legally responsible for the financial obligations on the lease even upon eviction.

**18. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT**

Landlord and tenant agree that the additional agreements marked with a "yes" are part of this lease agreement.

YES  NO  LEASE AGREEMENT ADDENDUM  
RULES AND REGULATIONS, AND PET AMENDMENT

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE. IF THERE IS MORE THAN ONE TENANT SIGNING THIS RESIDENTIAL LEASE, THE TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR PERFORMANCE OF ALL TENANT OBLIGATIONS.

DATE SIGNED BY LANDLORD \_\_\_\_\_

\_\_\_\_\_  
Russel Moldovan, Landlord

\_\_\_\_\_  
Raylene Moldovan, Landlord

TENANT: \_\_\_\_\_ TENANT: \_\_\_\_\_

TENANT: \_\_\_\_\_ TENANT: \_\_\_\_\_