

## RESIDENTIAL LEASE AGREEMENT

Owner:	
Property Manager:	
Address:	
City:	State:
Zip:	
Daytime Phone:	
Evening Phone:	
Cell Phone:	
E-mail:	

<b>Tenant Names</b>	
Name:	
Name:	
Daytime Phone:	
Evening Phone:	
Cell Phone:	
E-Mail:	
<b>Occupant Names</b>	
Name:	
Name:	
Name:	
Name:	

Tenant must notify Landlord of a change in occupants or any additional occupants. All occupants eighteen years and over are subject to Tenant screening and must complete a separate rental application within thirty days of their occupancy.

The words “we”, “us”, and “our” in this lease mean the owner.

The words “you” and “yours” in this Lease mean all Tenants listed above, and include any occupants listed above.

We agree to rent to you, and you agree to rent from us the apartment known as:

<b>Apartment Address:</b>		
Apt. #		
City:	State:	Zip:
Including/Excluding (garage, storage area, etc):		

Lease Date:	
Lease Term: From:                      to:	
(unless terminated pursuant to lease)	
Monthly Total:	\$
Complete Lease Amount:	\$

<b>Payment Information/Charges</b>	
Security Deposit:	\$
Pet Deposit (if applicable):	\$
_____	\$
_____	\$
1 <sup>st</sup> Month Rent:	\$
For the period:	
Amount received:	\$
<u>Balance Due</u> (prior to move-in):	\$

**A. Part A of this lease sets forth our obligations as Owner:**

**1. Utilities and Amenities:** We will provide and pay for the following in the Apartment:

- Water  Electricity  Phone  Cable
- Garbage  Gas  Leaf and Snow Removal

\* All those not indicated are the responsibility of the tenant.

- 2. Entering the Apartment:** We may enter your apartment in order to make repairs or inspect or to show the apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workers, or contractors. We do respect your privacy and will notify you at least 24 hours before entering your apartment, except in cases of emergency.
- 3. Renter's Insurance:** Your personal property is not insured by us and you must obtain renter's insurance in order to have coverage for your personal property in the event of theft or damage.
- 4. Delivery of Possession:** We will deliver the apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this Lease. Alternatively, if you wish to wait until the Apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay your rent shall begin.
- 5. Return of Security Deposit:** Your security deposit will be returned to you after your lease has ended and if you have met the following conditions:
- a. You have vacated your Apartment;
  - b. You have paid the rent due under the Lease;
  - c. You have given us proper notice of your leaving;
  - d. You have removed your personal property and have left the Apartment in good and clear order, except for ordinary wear and tear.
  - e. Cleaning charges: If the Tenant fails to leave the apartment in clean condition, a cleaning charge of \$40.00 per room shall be applied against the security deposit. In addition, a cleaning charge of \$40.00 for the stove and \$40.00 for the refrigerator shall be applied against the security deposit if these appliances are not left in clean condition. If the Tenant leaves the apartment in clean condition, these charges will be omitted.

If we retain some or all of your security deposit we will notify you, at the forwarding address you provide, of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within 30 days.

B. **Part B of this Lease sets forth your obligations as Resident:**

1. **Rent:** You agree to pay us rent in the amount set forth above. Rent must be paid in monthly installments on the \_\_\_\_ day of each month.

Rent not paid by the \_\_\_\_th of the month will be assessed a \$\_\_\_\_ late fee. This fee shall be considered added rent.

All rent and security deposit payments must be made by cash or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing.

**Other Charges:** The Tenant is subject to the charges listed below. These charges shall be considered added rent:

- a. Landlord will provide Tenant with \_\_\_\_ set(s) of keys to the building and apartment. Additional or replacement keys can be obtained from Landlord at the cost of \$\_\_\_\_.
  - b. The Tenant shall be charged \$\_\_\_\_ by the Landlord for each returned check.
  - c. Tenant is responsible to pay all fines charged by the City for the improper storage and/or disposal of Tenant's garbage and recycling.
  - d. Other: \_\_\_\_\_
2. **Assignment and Sublet:** Tenants may have the right to sublet the apartment with the Landlord's advance written consent.
- a. Tenant shall submit to Landlord a request to sublet in writing that includes: (a) reason for subletting; (b) term of sublease; (c) name, home and business address of the proposed subtenant; (d) Tenant's address during the sublet period.
  - b. The Landlord may request more information about the subtenant in order to make a final decision. Landlord shall send the Tenant a notice of consent, or if consent is denied the reasons for denial, within thirty days after receiving the request.
  - c. Landlord may withhold consent to assign this lease. If the Landlord refuses consent, the Tenant cannot assign and is not entitled to be released from this lease.

3. **Pets:**  No Pets Allowed.

- OR -

- You have our permission to keep the following pet(s) in the Apartment:

Pet type/breed: \_\_\_\_\_

Name: \_\_\_\_\_

Weight: \_\_\_\_\_ lbs                      Height: \_\_\_\_\_

We have given permission for you to keep only the pet(s) listed above and no others. Pet owners are required to pay a \$\_\_\_\_\_ non-refundable pet deposit. Having an unauthorized pet is considered a default of this lease, except for guide dogs or other assistance animals for disabled residents.

4. **Care of Living Unit:** Tenant shall not paint or make any alterations to the property without written permission from the Landlord. Tenant agrees to maintain the apartment

in a clean, reasonable, and habitable way.

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5. **Parking:** If parking is available on the property, the Tenant may park their licensed vehicles in the \_\_\_\_ parking spaces provided at the following location:

\_\_\_\_\_.

• Guests of the Tenant should park at: \_\_\_\_\_

6. **Uses:** The apartment is leased for residential use only. Tenant shall not operate any business on the premises. Tenant agrees not to use the apartment for any illegal purposes or lease will be terminated.

7. **Repairs:** Tenant shall give Landlord prompt notice of needed repairs to the apartment.

8. **Objectionable Tenancies:** Under this lease, the tenant or their guests shall not use the premises in such a way as to disturb the quiet enjoyment and peace of any other Tenant or nearby resident. Indications of objectionable tenancy are included in the list below:

- a. Tenant or occupant has given false/incorrect information on the rental application.
- b. Landlord may terminate tenancy for two late payments within a four month period.
- c. More than three complaints in a one-month period concerning activities of Tenants or guests.
- d. Tenant failure to allow Landlord to gain access to the property.
- e. Tenant failure to take trash out for pick-up more than two times in a one-month period.
- f. Storage of unlicensed vehicles without a permit and Landlord permission.
- g. Failure to notify the Landlord of additional occupants within thirty days of their occupancy.
- h. If tenant's behavior results in six or more public nuisance points and the problem is not cured, Landlord may terminate the lease. (Applicable to City of Rochester)
- i. If Tenant fails to comply with the terms of this lease, Landlord will give written notice of default stating the type of violation(s) and ten days for curing (fixing) the violation(s). If Tenant does not cure the violation in the time stated or repeats the objectionable behavior, the Landlord may terminate the lease with no less than ten days notice. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give use the keys or we will bring legal action against you.
- j. Additional Objectionable Tenancies: \_\_\_\_\_

9. **Termination of Tenancy:** You will be in default under this lease if you do any of the following:

- a. You fail to pay rent or additional rent on time more than two (2) times in a four (4) month period;

- b. You have an unauthorized pet in the apartment;
- c. Allow any of the preceding objectionable behaviors to occur.
- d. Notwithstanding any other provisions of this lease, the Landlord may terminate this lease upon thirty days written notice to Tenant that the Premise has been sold.
- e. Both the Tenant and Landlord may mutually consent to the termination of the lease. 4

10. **Notice to Vacate at End of Lease Term:** You must give us at least one (1) month written notice of your intention to vacate the Apartment at the end of the term. Notices

you give us under this section are not effective until the first day of the following month. For example, if you give us notice on April 21, your notice is not effective until May 1. In this example, you would give notice before May 1 in order to advise that you will leave by the end of May.

11. **End of Lease Term:** You shall vacate the apartment at the end of the term of the lease. You must remove all items of personal property and leave the apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property after 30 days and we may dispose of that property at your cost.

13. **Enforcement of the Lease:** The acceptance of rent or failure to enforce any term in this lease is not a waiver of any of the Landlord's rights. If a term in this lease is illegal, the rest of the lease remains in full force.

14. **Survivorship of Lease:** The terms of this lease remain in full force as long as the Tenant resides in the premises even after expiration of the current lease or until a new lease is signed by the Landlord and Tenant.

15. **Legal Expenses:** You will reimburse us for all our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with your obligations under this Lease). Such costs and fees will be considered additional rent.

16. **Attachments:** The following Attachment(s), when signed by Landlord and Tenant, shall become a part of this lease with the full force and effect of the fully executed lease.
- **Attachment 1:** Landlord shall disclose any knowledge about the presence of lead-based paint and lead-based paint hazards in the apartment and building.
  - **Attachment 2:** A Move-In/Move-Out Inspection Form is included with this lease to document the condition of the apartment at the beginning and end of tenancy.

**Tenant**

**Landlord**

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

THC Lease July 2009

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