

RENTAL AGREEMENT

Lessee (hereinafter referred to as Tenant) agrees to rent from the Lessor (hereinafter referred to as Owner) the property located at the address below (hereinafter referred to as the Rental) upon the following TERMS and CONDITIONS.

| | | | |
|---------|------|-------|---------|
| Address | City | State | Zipcode |
|---------|------|-------|---------|

1. **TERM:** The term shall begin on _____ and continue on:
 - a Month-to-Month basis. Tenant is required to give notice 30 days in advance of vacating the Rental. A security deposit in the amount of \$_____ shall be paid by Tenant before taking possession of the Rental.
 - a Lease basis for a term of _____ months. Owner agrees not to increase the Tenant's rent during the lease period. Tenant agrees to be fully responsible for the rent for the full term of the lease. A security deposit in the amount of \$_____ shall be paid by Tenant before taking possession of the Rental.

2. **NOTICE TO VACATE:** Tenant agrees to give WRITTEN notice of intention to vacate the Rental. Tenant will deliver their notice to vacate to the Owner 30 days prior to the date to be vacated. Tenant understands that the Rental will be released to another Tenant based on this vacate date. Tenant understands that the Rental may be shown to prospective Tenants with twenty-four hours advanced notice from the Owner.

3. **RENT:** Rent shall be \$_____ per month, due in advance upon the first day of each calendar month to Owner or an authorized agent. Tenant agrees to make all personal checks, money orders, or cashier's checks payable to _____. If rent is not received in full to the Owner by the fifth day of the month, Tenant agrees to pay a late charge of \$_____. In addition Tenant agrees to pay \$25 as a charge for any dishonored check. If Tenant's bank fails to honor Tenant's check, the Owner may require Tenant to make some, or all, future payments with cashier's checks or money orders and Tenant agrees to do so. Owner will provide a receipt immediately upon request. Tenant and Owner agree that this receipt acknowledges receipt of payments. Tenant agrees that only this receipt will constitute proof of payment.

4. **SECURITY DEPOSIT:** The security deposit set forth above shall secure the performance of Tenant's obligations. Owner may apply all or portions of said deposit on account for Tenant's obligations which include, but are not limited to:
 - (a) Accrued Rent. Example: for rent until Owner re-rents the Rental if Tenant should move out before the term expires.
 - (b) Cleaning of the Rental, Tenant's storage area(s), or Tenant's assigned parking area(s).
 - (c) Damages over and above normal wear and tear.
 - (d) Other costs provided for in this Rental.

This deposit will not bear interest. Deposit refunds and a Final Statement will be given to the Tenant (or in case of co-tenants, to the last remaining co-tenant) after termination of tenancy. If Tenant has not supplied the Owner in writing with a new mailing address, the deposit refund and Final Statement will be mailed to the Tenant's old address.

5. **KEYS AND ENTRY DEVICES:** Tenant will receive the following keys and entry devices to the Rental and Premises. Keys not returned to Owner upon Tenant's moving out may be charged for a replacement fee.

| | | | |
|--------------------|---------------------------------|-----------------------------|-----------------|
| _____ Rental Keys | _____ Laundry Room Keys | _____ Pool/Common Area Keys | |
| _____ Mailbox Keys | _____ Car Gate/Door Transmitter | _____ Parking Tags | _____ Key Cards |

6. **UTILITIES:** Tenant shall be responsible for arranging the transfer into their name of all utility services they are responsible for, and for the payment of those services (i.e. electricity and gas). If a Tenant fails to transfer service, a processing fee may be charged to Tenant for each month or portion of a month, service remains un-transferred and Owner must bill to and collect utilities from Tenant. Owner shall be responsible for payment of:
 - Water
 - Sewer
 - Normal trash service
 - Cable/Dish TV
 - High Speed Internet

7. **USE:** The Rental shall be used as a residence by the undersigned adults and listed children only and for no other purpose. No business activities, retail activities, or garage or yard sales shall be carried on by Tenants or their guests. Occupancy by guests staying more than seven days without Owner's *written* consent will be considered a breach of this agreement. Any amenities such as assigned parking, storage, pool, spa, exercise facilities, laundry, or any other amenities are provided separately from the Rental. The provision and cost of maintaining these amenities is not included in the rental amount paid by the Tenant. Tenant understands there is no legal requirement that the Owner provide these amenities. The time or manner of their use and/or the temporary or permanent closing of these amenities will not reduce or abate the rent Tenant pays under this agreement. If there are any other use restriction for the Rental not described in this agreement, the Owner shall provide the Tenant a written document of those use restrictions and it is the Tenant's obligation to abide by those use restrictions.

8. **PETS:** If a pet is brought onto the premises, even temporarily, without the prior written or non-written consent of the Owner, Tenant will be subject to paying the cost of professional pet de-fleaing, odor removal, carpet cleaning and possible damages. In addition the tenancy may be terminated by the Owner.
9. **HOUSE RULES:** Tenant agrees to abide by all house rules that may be provided by Owner and which may be changed from time to time by the Owner. These rules include, but are not limited to, rules with respect to health, safety, noise, odors, disposal of refuse, pets, parking, storage, and the use of common areas if any.
10. **ORDINANCES AND STATUTES:** Owner and Tenant shall comply with all laws, health codes, rules, and regulations of all municipal, state and federal authorities.
11. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises, or his rights and privileges under this Agreement without prior written approval from Owner.
12. **MAINTAINANCE:** Tenant agrees to submit all repairs or service requests to the Owner, except in extreme emergency. In the case of an emergency malfunction of equipment or utilities, or damage by fire, water, or other cause, Tenant shall notify Owner or Owner's agents immediately. Owner shall act with due diligence in making repairs, and RENT SHALL NOT ABATE DURING SUCH PERIOD. In the event of a refrigerator failure that Owner is unable to repair within a reasonable amount of time, Owner and Tenant agree that it would be difficult or impossible to assess the value of any food lost as a result. Owner and Tenant agree on liquidated damages of \$50 as full and complete compensation to Tenant for any and all such loss. In the event of an emergency (such as fire or plumbing leak, etc.) Owner may enter the Rental without notice.
13. **REPAIRS AND ALTERATIONS:** Tenant accepts the Rental as being clean and in good order and repair, unless otherwise indicated by Owner or if any Move-In Inspection form. Tenant, at his/her own expense, shall maintain the premises in a neat, orderly, clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at termination, in the same condition as received, normal "wear and tear" excepted. Tenant shall be responsible for all repairs required for damages caused by Tenant's negligence and that of Tenant's family, invitees, or guests. The cost of clearing stopped drains will be charged back to the Tenant. Tenant's drains run freely on move in and have been checked by Tenant. Tenant shall not alter any supplied window coverings, paint, wallpaper, or otherwise redecorate. Tenant shall not place any objects in the Rental's windows (such as signs, posters, decals stickers, etc.). Tenant shall not make alterations to the lawns, shrubbery or landscaping. Tenant agrees to not drill, nail, glue, clamp, or otherwise attach anything, including screen doors, to the exterior of any part of the property. When Tenant moves in, Owner shall furnish light bulbs of prescribed wattage for Rental's sockets, thereafter, Tenant shall be responsible for replacing light bulbs at Tenant's expense.
14. **SMOKE DETECTORS:** When the alarm is in proper operating condition a light will appear in the small window of the cover. In addition, upon pressing the test button, the alarm should sound for several seconds. Tenant agrees to press the test button weekly and to IMMEDIATELY submit to Owner a maintenance request if the smoke detector stops functioning properly. The alarm will go off when there is any smoke present. This includes excessive smoke from cigarettes, cooking, or from a fire or dust storm in the area. The alarm will go off every few seconds as an indication that the unit needs to be serviced. Notify Owner immediately if the alarm needs to be serviced.
15. **ENTRY AND INSPECTION:** Tenant shall permit Owner or Owner's agents to enter the Rental during business hours and/or upon reasonable notice, for the purpose of inspecting the Rental, accomplishing routine maintenance, making necessary repairs, additions, or alterations, showing the Rental to prospective Tenants, purchasers, mortgagees, real estate agents or inspectors. 24 hours will be considered reasonable notice. IN CASE OF AN EMERGENCY NO NOTICE NEED BE GIVEN. An emergency would be an item such as water intrusion, leaks, drain stoppage, or electrical, stove, or heating malfunction, or any other health or safety related item.
16. **POSSESSION:** If Owner is unable to deliver possession of the Rental as agreed, Owner shall not be liable for any damages whatsoever. Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered on the date agreed above.
17. **REIMBURSEMENT BY TENANT:** Tenant agrees to reimburse Owner promptly for the replacement cost of any loss, property damage, or cost of repairs or service (including plumbing blockages or repairs) caused by negligence or improper use by Tenant, their family, or guests. Tenants shall be responsible for damage from windows or doors being left open. Such reimbursement is due when owner makes the demand. Owner's failure to demand damage reimbursements, late-payment charges, returned check charges or other sums due by Tenant, shall not be deemed a waiver and Owner may demand these at any time.

18. OWNER SHALL NOT BE LIABLE: OWNER HAS NOT PURCHASED ANY INSURANCE ON TENANT'S BEHALF. Owner strongly recommends that Tenant purchase an insurance policy to protect Tenant and Tenant's possessions. Owner shall not be liable for any damages or losses to person or property caused by other Tenants or other persons. Tenant agrees that they will control and supervise their children, and any of their guests that are children, on the property's grounds. Owner shall not be liable for personal injury or damage or loss of Tenant's personal property, including but not limited to vehicles, furniture, jewelry, clothing, collectibles, etc., from theft, vandalism, fire, floods, water, rain, hail, smoke, explosions, earthquake or other causes whatsoever. Garages and other storage areas are not necessarily secure, leak proof, or fire proof. Valuables should not be stored in them. If any of Owner's employees or vendors are requested to render services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such an employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such services and Tenant agrees to hold Owner harmless from all liability in connection with such services.
19. CLEANING AND PAINTING: Any cleaning on vacating, if required, is charged at full cost regardless of the length of tenancy. Normal "wear and tear" of paint in the Rental should last no less than three years. Accordingly painting cost will be charged back to Tenant as follows: 1 to 12 months full cost, 13 to 24 months 2/3 cost, 25 to 36 months 1/3 cost, and 37 months and over no cost. This schedule assumes the Rental's paint should last three years with "normal wear and tear". Tenant agrees that this schedule is fair and reasonable. Smoke damage may result from smoking in the Rental. Smoke damage may make it impossible to match the paint color and may result in complete repainting of the Rental being required. Any holes in the walls will be repaired and charged back entirely to the Tenant.
20. DEFAULT BY TENANT: If Tenant fails to pay rent or other lawful charges when due, or to reimburse Owner for damages, repairs, or plumbing service costs when due, or his family, guests or other occupants, violate this Agreement or Owner's rules and regulations, or applicable state and local laws, or if Tenant abandons the Rental, or if Tenant, his family, guests or other occupants threaten, assault or use abusive or offensive language against any agent or employee or representative of Owner, the Owner may terminate Tenant's right to occupancy by giving Tenant notice.
21. JOINT LIABILITY: It is expressly understood that this agreement is between the Owner and all signatories, jointly and severally. In the event of default by any one signatory each and every remaining signatory shall continue to be responsible for timely payment of rent and FOR all other obligations under this agreement. Tenant acknowledges that Security Deposits secure the entire tenancy, jointly and severally, and no accounting or refund is due until all tenants executing this agreement and/or all subtenants or assignees have properly terminated and vacated the Rental.
22. WAIVER: No failure of Owner to enforce any part of this agreement shall be deemed as a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's rights to full, timely payment as provided for above.
23. HOLD OVER: Any holding over after expiration of lease term with the consent of the Owner, shall be construed as a month-to-month tenancy in accordance with the terms of this agreement.
24. TIME: Time is of the essence for this agreement.
25. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement made between the parties and supersedes any oral or written representations or agreements that may have been made by either party. There are no oral agreements modifying this agreement. Further, Tenant represents he has relied solely on his own judgment, experience, and expertise in entering into this Agreement. This Agreement may be modified only in writing signed by both parties.

The undersigned parties acknowledge receipt of a copy of this Agreement including all of the attachments above and fully understand and accept this Agreement.

Owner/Agent _____ Print name _____ / /

Tenant _____ Print name _____ / /

Tenant _____ Print name _____ / /

Tenant _____ Print name _____ / /

Tenant _____ Print name _____ / /