RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[LANDLORD NAME]**, with a mailing address of [LANDLORD ADDRESS] ("Landlord"), and the individual or individuals identified below (each a "Tenant" and, collectively, "Tenant"). Landlord and Tenant are each a "Party" and together the "Parties."

"Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

1. The Premises

Landlord leases to Tenant, and Tenant leases from Landlord, the residential apartment located at **[PROPERTY ADDRESS]** (the "Premises"), consisting of 1 bedroom(s). The Premises are leased for residential use only and may not be used for any business or commercial purpose without Landlord's prior written consent.

Parking. No parking space is provided under the terms of this Agreement.

2. Delivery of Possession

If Landlord is unable to deliver possession of the Premises in a habitable condition on the agreed start date, Tenant may, at Tenant's election: (a) cancel this Agreement and receive a full refund of all deposits and prepaid rent, or (b) take possession on the actual delivery date, with Rent prorated.

3. Term

This Agreement shall commence on and, unless terminated earlier, shall expire on (the "Term").

Upon expiration, this Agreement shall continue month-to-month on the same terms until either Party gives at least thirty (30) days' written notice.

Holdover. If Tenant holds over without Landlord's written consent, monthly rent during holdover shall equal one hundred twenty-five percent (125%) of the Rent in effect during the final month.

4. Rent

Tenant shall pay monthly Rent of **** (), in advance on the 1st day of each month, without demand, setoff, or deduction.

If Rent is not received within 5 days after its due date, Tenant shall pay a late fee of $50.00 per occurrence.

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Rent may be paid by: ACH.

NSF. If any payment is returned, Tenant shall pay a returned-check fee of $35.00.

5. Security Deposit

Tenant shall deposit **$0.00** (the "Security Deposit") as security for Tenant's performance. Within 21 days after Tenant surrenders the Premises and provides a forwarding address, Landlord shall return the Security Deposit, less any lawful deductions, with an itemized statement.

6. Move-In Inspection

Within 72 hours of Tenant taking possession, the Parties shall jointly complete a written move-in inspection report. This report shall be controlling evidence of the Premises' condition.

7. Occupancy and Use

Occupancy is limited to 2 persons. Guests beyond 14 consecutive days or 30 total days per year require Landlord's written consent.

No pets are permitted without Landlord's prior written consent. Service and assistance animals are not pets.

The Premises are non-smoking. No smoking or vaping on the Premises or within 25 feet of any entrance or window.

Tenant shall not assign or sublet without Landlord's prior written consent.

Crime/Drug-Free. Tenant and occupants shall not engage in illegal activity, including controlled-substance offenses, on or near the Premises. Any such conviction is a material default.

8. Utilities

Tenant shall pay all utilities, except as required by applicable law.

9. Maintenance

Landlord shall maintain the Premises in habitable condition. Tenant shall keep the Premises clean and report repairs in writing. Tenant shall not alter the Premises without Landlord's written consent. Landlord shall install smoke and CO detectors; Tenant shall test and not tamper with them.

10. Access

Landlord may enter upon 24 hours' advance notice (or as required by applicable law) for inspection, repair, showing, or services. In emergencies, no notice is required.

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11. Insurance and Indemnification

Landlord's insurance does not cover Tenant's personal property. Tenant shall obtain renters insurance. Tenant indemnifies Landlord from claims arising from Tenant's use of the Premises, except for Landlord's own negligence.

12. Default

Failure to pay Rent, material breach, or misrepresentation in the rental application constitutes default. Landlord may pursue all remedies at law and in equity after any notice required by law.

13. SCRA

A Tenant who is a servicemember receiving deployment or PCS orders for 90+ days may terminate this Agreement upon 30 days' notice after the next Rent due date, per 50 U.S.C. §3955.

14. Required Disclosures

Lead-Based Paint (42 U.S.C. §4852d). Housing built before 1978 may contain lead-based paint. Landlord has provided the EPA pamphlet and all known records.

> *Landlord Signature:* ________________ *Date:* ________
>
> *Tenant Signature:* ________________ *Date:* ________

15. Termination

Upon termination, Tenant shall surrender the Premises clean, return all keys, and provide a forwarding address.

16. Community Property

Not applicable in the jurisdiction of the Premises.

17. Dispute Resolution

Disputes shall be resolved in a court of competent jurisdiction in the county where the Premises are located.

18. General

Governing Law. The law of the State of the Premises governs. **Entire Agreement.** This Agreement supersedes all prior understandings. **Amendments** must be in writing. **Severability**, **successors**, **joint and several liability**, **quiet enjoyment**, **subordination**, **no mechanic's liens**, **time of essence**, **attorney**

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fees to prevailing party, **no waiver**, **counterparts/e-signatures**, and **notices in writing** (including email to [TENANT EMAIL]) all apply.

> *Landlord: [LANDLORD NAME], [LANDLORD ADDRESS]*
>
> *Tenant: [TENANT 1], [PROPERTY ADDRESS]; email: [TENANT EMAIL]*

Signatures

Landlord

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Tenant — Primary Signer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

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