

RESIDENTIAL LEASE

This lease is made on _____, between
_____ and _____, Landlords, and
_____ and _____, Tenants.

1. The Landlords agree to Rent to the Tenants and the Tenants agree to Rent from the Landlords the Premises located at the following address:
2. The term of this lease will be from _____, until _____. If the Tenants continue to occupy the property, with the consent of the Landlords, after the expiration of the original term of this lease, the rental will continue on a month-to-month basis with all of the other terms of this lease continuing unchanged.
3. The Tenants are entitled to take possession of the Premises at _____ on _____.

TimeDate
1. The rental payments will be \$ _____ per _____ and will be payable by the Tenants to the Landlords on the _____ day of each month, beginning on _____.
4. The Tenants will be charged an additional amount of \$ _____ plus \$ _____ per day for any late rental payments.
5. If the Tenants fail to pay the Rent on time, abandon the Premises, or violate any other terms of this Lease, the Landlords will have the right to terminate this Lease in accordance with state law. For the purposes of this Lease, the term abandonment shall mean leaving the Premises vacant for more than two weeks without notifying the Landlords. The Landlords will also have the right to re-enter the Premises and take possession of it and to take advantage of any other legal remedies available.
6. The Tenants have paid the Landlords a security deposit of \$ _____. This security deposit will be held as security for the repair of any damages to the Premises by the Tenants. This deposit will be returned to the Tenants within _____ days of the termination of this Lease, minus any amounts needed to repair the Premises. No deduction will be made for damage from reasonable wear and tear nor for any reason prohibited by law.
7. During the term of this Lease or after its termination, the Landlords may charge the Tenants or make deductions from the security deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls including the repainting of such walls.
 - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenants.
 - c. Unplugging toilets, sinks, and drains.
 - d. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures.
 - e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas.
 - f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenants or by any person for whom the Tenants are responsible.
 - g. The cost of extermination where the Tenants or the Tenants' guests have brought or allowed insects into the Premises or building.
 - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
 - i. Any other purpose allowed under this Lease or law.

- j. Landlords may use a portion of the security deposit to have the premises and carpets professionally cleaned once per year and when the Tenants move out, if not done by the Tenants.
8. The Tenants may not use the security deposit as payment for the Rent.
9. The Tenants have paid the Landlords an additional month's Rent in the amount of \$ _____. This Rent deposit will be held as security for the payment of Rent by the Tenants. This Rent payment deposit will be returned to the Tenants within _____ days of the termination of this Lease, minus any Rent still due upon termination.
10. The Landlords may increase the Rent for the Premises after providing to the Tenants such notice as is required by law.
11. The Tenants agree to maintain the Premises in a clean and sanitary manner and not to make any alterations to the Premises without the Landlords' written consent. At the termination of this Lease, the Tenants agree to leave the Premises in the same condition as when it was received, except for normal wear and tear.
12. The Tenants will obtain written consent from the Landlords before doing any of the following:
- a. Applying adhesive materials or inserting nails or hooks in walls or ceilings other than _____ small picture hooks per wall.
 - b. Painting, wallpapering, or in any way significantly altering the appearance of the Premises.
 - c. Removing or adding walls, or performing any structural alterations.
 - d. Installing a waterbed.
 - e. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units.
 - f. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for any purpose.
 - g. Affixing to or erecting upon or near the Premises any radio, internet, cable, or TV antenna or tower.
13. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by the Tenants for the purpose of carrying on any business, trade, or profession, or for any purpose other than as a private single-family residence without the prior written consent of the Landlords. If the Landlords should grant written consent, the Tenants agree to abide by all relevant laws, statutes, and ordinances.
14. No other persons will live in the Premises without the prior written consent of the Landlords, except for:

15. No Guest(s) of the Tenants may occupy the Premises for longer than _____ without the prior written consent of the Landlords.
16. The Landlords agree to supply the following utilities to the Tenants:
17. The Tenants agree to obtain and pay for the following utilities:
18. The Premises are provided to the Tenants with the following furnishings:

19. The Landlords will make those improvements to the Premises that are set out in the list attached to this Lease.
20. Tenants agree not to sublet the Premises or assign this Lease without the Landlords' written consent. Tenants agree to allow the Landlords reasonable access to the Premises for inspection and repair. Landlords agree to enter the Premises only after notifying the Tenants in advance, except in an emergency.
21. The Tenants have inspected the Premises and has found them satisfactory.
22. The Landlords are responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Premises for the benefit of the Tenants and the Landlords. Such insurance should include such risks as fire, theft, vandalism, flood, and disaster. This insurance does not cover the personal property of the Tenants.
23. As required by law, the Landlords make the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."
24. As required by law, the Landlords make the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The Landlords of any interest in residential real estate are required to provide the Tenants with any information on lead-based paint hazards from risk assessments or inspection in the Landlords' possession and notify the Tenants of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORDS' DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlords to initial one).

_____Known lead-based paint and/or lead-based paint hazards are present in building (explain):

_____Landlords have no knowledge of lead-based paint and/or lead-based paint hazards in building.

Records and reports available to Landlords: (Landlords to initial one).

_____Landlords have provided Tenants with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards present in building (list documents):

_____Landlords have no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANTS' ACKNOWLEDGMENT

(Tenants to initial all applicable).

_____ Tenants have received copies of all information listed above.

_____ Tenants have received the pamphlet "Protect Your Family From Lead in Your Home."

_____ Tenants have received a ten (10)-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

_____ Tenants have waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlords and Tenants have reviewed the information above and certify, by their signatures at the end of this agreement, that to the best of their knowledge, the information they have provided is true and accurate.

25. The following are additional terms of this Lease:

26. The Landlords covenant that on paying the Rent and performing the covenants contained in this Lease, the Tenants will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
27. The parties agree that this Lease is the entire agreement between them. This Lease binds and benefits both the Landlords and Tenants and any successors.
28. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
29. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under the Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the state of _____, without regard to the jurisdiction in which any action or special proceeding may be instituted.
30. If there is a conflict between any provision of this Lease and the applicable legislation of the state of _____ (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
31. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.
32. This Agreement may be executed in counterpart.
33. Time is of the essence of this Agreement.

Landlords

Husband's Printed Name: _____

Wife's Printed Name: _____

Address: _____

Phone: _____

Husband's Signature: _____ Date: _____

Wife's Signature: _____ Date: _____

Tenants

Husband's Printed Name: _____

Wife's Printed Name: _____

Address: _____

Phone: _____

Husband's Signature: _____ Date: _____

Wife's Signature: _____ Date: _____