

Instructions & Checklist Residential Lease Agreement

This package contains (1) Instructions and Checklist for Residential Lease Agreement; (2) Information about Residential Lease Agreements; (3) Residential Lease Agreement; (4) Inspection Checklist; (5) Lead Paint Disclosure.

The Landlord must sign the Lease Agreement

The Tenant(s) must sign the Lease Agreement. If there is more than one adult Tenant, all should sign the Lease Agreement.

Generally both the Landlord and the Tenant(s) get an original signed Lease Agreement each. Therefore, if there is one Landlord and 2 Tenants, 3 original leases should be executed (i.e. signed).

The Landlord and the Tenant(s) should conduct a joint inspection before the beginning of the lease.

If a lease exceeds a certain number of years, some states require that the lease be recorded. Recording a Lease would generally also require notarization. The parties should also investigate under what circumstances a Lease may need to be recorded.

Some states require the Landlord and Tenant to conduct an inspection of the premises to be rented, before physical occupancy by the Tenant or before the lease is signed. Even if a state does not require a joint inspection, it is always a good idea to do one.

If the property is built before 1978 property (i.e. pre-1978 property), federal law requires that the Landlord and Tenant (and their Agents) sign the “*Disclosure of Information on Lead-Based Paint*”. Federal law requires the Landlord to keep the signed copy of the “*Disclosure of Information on Lead-Based Paint*” for a minimum of three years as proof of compliance with the rules. A copy of the “*Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards*” form is included in this package.

These forms contain the basic terms and language that should be included in similar agreements. The laws in some states require a seller to make additional written disclosures, including disclosures about the condition of the house, the neighborhood, environmental disclosures and any other known problems. Some cities and other municipalities may also have specific disclosure requirements that need to be included. Check with a real estate agent or attorney in your area to determine what additional disclosures, if any, are required in your state or locality. If not required by law, a Buyer may still request the disclosures and try to make them part of the agreement.

Laws vary from time to time and from state to state. These forms are not intended and are not a substitute for legal advice. These forms should only be a starting point for you and should not

be used or signed without consulting an attorney first to make sure it fits your particular situation. An Attorney should be consulted before negotiating any document with another party.

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Information Residential Lease Agreement

Whenever a Landlord (owner of the house or residence) rents a residence to a Tenant, an agreement should be written and signed by both Landlord and Tenant, setting forth the terms of the lease. Such a document is generally called a Lease or Rental Agreement. Many states will consider oral agreements regarding the rental of real property to be invalid and require a written agreement.

Most states also have different laws relating to residential leases, mainly designed to protect tenants from dishonest landlords.

Some states also require that the landlord and tenant conduct an inspection of the premises to be rented, before physical occupancy by the tenant or before the lease is signed. A joint inspection form is useful to document the inspection and can help avoid problems at the end of the lease. Even if a state does not require a joint inspection, it is always a good idea to fill one out. A joint inspection can also help the Landlord justify any security deposit deductions, if warranted.

Different states have different laws regarding the amount and the handling of security deposits. Some states require that security deposit be held in an interest bearing account and that the interest be given to the tenant at the termination of the lease. There are also different time limits in each state as to how quickly Landlords need to give back security deposits to Tenants. Landlords should be familiar with these laws.

If more than one Tenant signs the Lease, all Tenants may be obligated for all the obligations under the Lease if the other Tenant(s) don't perform their obligations.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. An Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home." can be found at: <http://www.epa.gov/opptintr/lead/pyfcameraeng.pdf> and at <http://www.hud.gov/offices/lead/outreach/leapame.pdf> and. Additional information can also be found on the EPA site at: <http://www.epa.gov>

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between
_____ ("Landlord") and
_____ ("Tenant") on _____ (Date).

Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the Premises located at:
_____ (complete address of Premises) to Tenant.

LEASE TERM: The lease will start on _____ (begin date) and will end on
_____ (end date) (Lease Term).

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$ _____ ("Rent") each month in advance on the first day of each month at:
_____ (address for rent payment) or at any other address designated by Landlord. If the term of this lease does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

LATE CHARGES: If any amount under this lease is more than _____ days late, Tenant agrees to pay a late fee of \$ _____.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$ _____ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$ _____ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at it's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant,

Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord’s agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises

OCCUPANTS: Tenant agrees that no more than ____ persons may reside on the Premises, without prior written consent of the Landlord.

CONDITION OF PREMISES: Tenant or Tenant’s agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant’s opinion, the conditions change; Tenant shall promptly provide reasonable notice to Landlord.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord’s written prior consent shall, at Landlord’s option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES AND SERVICES: Tenant will be responsible for all utilities and services required on the Premises, except Landlord will provide: _____

_____ (list services paid by Landlord or “none”)

PETS: Tenant shall not keep any Pets on the Premises without the prior written consent of the Landlord.

	Initials
Landlord	_____
Tenant	_____

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant’s negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use it’s best efforts to repair or replace any such damaged or defective area, appliance or equipment.

RIGHT OF INSPECTION: Tenant agrees to make the premises available to Landlord or Landlord’s agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord’s prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agree to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

HOLDOVER: In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$_____ per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at it’s option enter the Premises by any legal means without liability to Tenant and may at Landlord’s option terminate the Lease. Abandonment is defined as absence of the Tenants from the premises, for at least ____ consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of the Tenants’ personal property, that the Tenant is occupying the unit, Landlord may at Landlord’s option terminate this agreement and

	Initials
Landlord	_____
Tenant	_____

regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the premises for more than _____ consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SECURITY: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of _____

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

	Initials
Landlord	_____
Tenant	_____

CUMULATIVE RIGHTS: Landlord’s and Tenant’s rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord’s right to enforce any provisions of this Lease.

DISPLAY OF SIGNS: Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

PARKING: Tenant shall be entitled to use _____ parking space(s) for the parking of motor vehicle(s).

KEYS: Tenant will be given ___ key(s) to the Premises and ___ mailbox key(s). , Tenant shall be charged \$ _____ if all keys are not returned to Landlord following termination of the Lease.

LIQUID-FILLED FURNITURE: Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the premises without Landlord’s prior written consent.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord’s property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant’s express or implied consent except Landlord's act or negligence

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

ADDITIONAL TERMS & CONDITIONS (Specify “none” if there are no additional provisions)

	Initials
Landlord	_____
Tenant	_____

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

LANDLORD:

(Name)

TENANT:

(Name)

TENANT:

(Name)

	<i>Initials</i>
Landlord	_____
Tenant	_____

PREMISES INSPECTION

MOVE-IN / MOVE-OUT

The Premises should be inspected immediately before the Lease is signed or the premises are occupied

Address of Premises:	
Move In date	Move out date
Inspected by (for Landlord)	Inspected by (for Tenant)

	MOVE-IN		Comments	MOVE-OUT		Comments
	OK	NO		OK	NO	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry Area	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Areas	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Balcony	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drapes / Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stove	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

NOTES: _____

Landlord and Tenant have inspected the Premises on _____ (Date). The move in conditions are those noted on this inspection as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

Tenant:

Acknowledged by Landlord:

**RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Landlord	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Agent	Date	Agent	Date