

CONDOMINIUM LEASE

I. Parties

Landlord Name: _____

Landlord's contact information:

Phone: _____

Email: _____

Tenant Name: _____

Tenant's contact information:

Phone: _____

Email: _____

Each party agrees to update the other of any updates to its contact information.

II. Unit Rental

Landlord leases the following Condominium Unit to Tenant: _____

The Condominium Unit is part of the condominium development and association known as _____ (the "*Project*").

This Lease includes on-premises parking

This Lease does not include on-premises parking

Parking details: _____.

This Lease includes the right to use the following Common Areas: _____

_____.

III. Rules and Regulations; CC&Rs

Tenant must comply with the Rules and Regulations of the Project, as well as any applicable Covenants Conditions and Restrictions, condominium documents or other similar instrument ("*CC&Rs*") as they may be amended or updated from time to time by the condominium association, including such matters pertaining to parking, noise levels, use of the Common Areas and other items. Tenant acknowledges receipt of the current Rules and Regulations and CC&Rs (if any). Any updates or amendments to the Rules and Regulations or CC&Rs which impact



Tenant's use of the Condominium Unit or any Common Areas within the Project will be provided to Tenant. Tenant shall not interfere with the quiet enjoyment of other residents of the Project; without limitation, Tenant shall not cause undue noise, overburden any electrical outlets, and shall not use any noxious or hazardous materials at the Condominium Unit, other than customary day-to-day household cleaning products.

IV. Pertinent Dates

This Lease is entered into effective as of _____.
Tenant may begin occupying the Condominium Unit as of _____.
Tenant's first monthly rental payment shall begin on _____.

V. Rental Term

This Lease is:

Month-to-Month

For a Term of _____ Months. Upon expiration of said Term, this Lease shall continue on a month-to-month basis upon the same terms and conditions as set forth herein, unless either party provides notice of termination to the other, at least 30 days in advance of said termination date. By not later than the designated termination date, Tenant must vacate the Condominium Unit, and must surrender all keys (including any gate openers, garage door openers, mail box keys and keys for Common Areas, if any, it being expressly acknowledged and agreed by Tenant that said keys and openers are not the property of Tenant and may not be replicated by Tenant).

Lost key fee: \$_____.

Lost/broken replacement gate-opener or garage door opener fee: \$_____.

If Tenant needs a replacement key or opener (whether during the Term or upon vacation of the unit), the above lost/broken fee shall apply.

Upon vacation of the unit, Tenant shall leave the Condominium Unit in as good a condition and repair as existed at the effective date of this Lease, reasonable wear and tear excepted. Tenant shall remove all items of its furniture and other personal property on or before expiration or termination of the Term and this tenancy. If Tenant fails to timely remove its personal property, Landlord shall have the right to deem same abandoned and dispose of the personal property in accordance with applicable law, and charge the cost of such disposal to Tenant as Additional Rent hereunder.

VI. Rental Amount

Base Rent:

Tenant shall pay monthly rent ("*Base Rent*") in the amount of \$_____.



Base Rent shall be due and payable to Landlord at the address noted above (or at such other address or location as otherwise designated by Landlord from time to time), in advance, on the ____ day of each month, in US Dollars and in immediately available funds.

Additional Rent:

- There shall be no separate Common Area, association or other fees due.
- In addition to the above-mentioned Base Rent, Tenant shall also be responsible for the following Common Area, association and/or other fees: \$ _____ (“Additional Rent”).

Explanation of what Additional Rent covers: _____

_____.

Such Additional Rent shall be paid on a _____ basis, in advance, on or before the ____ of each _____, in US Dollars and in immediately available funds. Base Rent and Additional Rent are collectively referred to throughout this Lease as “Rent.”

VII. Security Deposit

- Prior to the commencement of occupancy, Tenant shall pay Landlord a Security Deposit in the amount of \$ _____
- Security deposit is not required.

Landlord will hold, apply, and return any Security Deposit as required by applicable law. If Tenant defaults in the payment of Base Rent or Additional Rent, or damages the Condominium Unit, Landlord shall have the right (but not the obligation) to apply the Security Deposit to cure and repair such default or damage. The Security Deposit is no intended to be used to pay for the last-month’s rent under this Lease. Rather, Tenant shall pay the last month’s rent as required per Section VI above.

VIII. Utilities

Landlord shall supply and furnish the following utilities for the benefit of the Condominium Unit, at no extra charge to Tenant: _____
_____.

All other utilities, if any, shall be arranged by, secured and paid for by Tenant. If there is an interruption in utilities not the fault of Landlord, or if the pool or spa at the Project (if any) is closed for maintenance or repair, Landlord shall bear no liability or responsibility for same. In addition, Tenant acknowledges that water at the Project may be shut off if necessary, for repair or maintenance. In such instance, absent an emergency shutoff situation, Landlord shall provide reasonable prior notice, and shall endeavor to do so at a time or day that minimizes disruption of



Tenant's use of the Condominium Unit. Absent the gross negligence of Landlord, Tenant shall not be entitled to credit or offset rent due hereunder in the event of any such disruption in utilities.

IX. Permitted Use

The Condominium Unit is for residential uses only. Tenant shall comply with applicable law, and all zoning and land use regulations. Tenant shall not bring any hazardous substances into the Condominium Unit unless permissible under applicable law.

X. Decorating Condominium Unit; Changes to Unit

Tenant agrees to not damage the walls of the Condominium Unit. Unless Landlord provides prior written approval, Tenant shall not paint the walls, alter flooring or fixtures, or make any material changes to the Condominium Unit. Any changes or upgrades to the Condominium Unit, including those approved by Landlord, shall become fixtures of the unit and shall belong to Landlord at the expiration or earlier termination of this Lease and shall be forfeited by Tenant.

XI. Animals

- Animals are not allowed

- Domestic pets such as a cat or small dog are permitted

Specific pet limitations or requirements: _____.
Exotic animals are prohibited.

XII. Maintenance and Repairs

Landlord shall be responsible for the maintenance and repair of appliances, plumbing fixtures, electrical matters, and other items needing maintenance or repair within the Condominium Unit. Notwithstanding the foregoing, Tenant shall be responsible for the cost or expense of any damage, maintenance or repair required due to the negligence or willful misconduct of Tenant or any other resident, visitor or guest within the Condominium Unit, and Tenant shall indemnify, reimburse and hold Landlord harmless from and against any such cost or expense.

Requests for maintenance and repairs of the Condominium Unit shall be provided to Landlord or the property manager as follows: _____
_____.

XIII. Casualty; Tenant Insurance

- Tenant shall obtain and maintain a policy of renter's insurance in such amount as appropriate to protect Tenant from loss, as deemed acceptable by Landlord.



Tenant waives obtaining renter's insurance, at Tenant's sole risk. Notwithstanding the foregoing, Landlord strongly recommends that Tenant obtain sufficient renter's insurance. In all events, unless due to the negligence of Landlord, Landlord has no liability for loss of or damage to Tenant's property. _____ Tenant's initials

Upon a material casualty at the Project, or a condemnation, Landlord shall have the right to repair same or terminate this Lease, upon reasonable prior notice to Tenant.

XIV. Assignment and Subletting

Tenant shall not assign this Lease without the express prior written consent of Landlord.

Subletting the Condominium Unit (or portions thereof) is permitted

Subletting the Condominium Unit (or portions thereof) is only permitted with Landlord's express prior written approval

Upon any sublet, the original Tenant named herein shall continue to be liable for this Lease and all monetary obligations hereunder. Landlord has the unfettered right to sell or finance the Project or portions thereof. Upon a sale of the Project, Landlord shall notify Tenant of any change in instructions for the delivery of Rent hereunder, as applicable.

XV. Event of Default

(a) Tenant shall pay Rent when due, subject to a 5-day grace period. Failure to pay rent by the expiration of the grace period is an Event of Default under this Lease.

(b) Tenant shall comply with all other terms and provisions of this Lease and the Rules and Regulations (if any). If Tenant breaches or violates any such term or provision of this Lease or the Rules and Regulations, Landlord shall have the right to provide a ____ day notice to cure said default. If the default or breach is not cured by such deadline, the same shall constitute an Event of Default hereunder.

Upon an Event of Default hereunder, Landlord shall have all rights and remedies available under applicable law, which may include, without limitation, serving a notice to quit and pursuing against tenant (and any Guarantor of this Lease) damages, and eviction or unlawful detainer.

XVI. Miscellaneous

(a) Tenant hereby authorizes Landlord to access the condominium Unit, so long as Tenant or a Tenant designee is present, in order to perform maintenance and repair, whether such maintenance or repair was requested by Tenant or not. Landlord may access the unit without prior notice in order to address an emergency or threat of substantial damage to the unit or the Project.



(b) This Lease subordinate to Landlord financing, now or subsequently entered into, with respect to the Project or any portion thereof.

(c) The Lease shall be interpreted in accordance with the laws of the State in which the Project is located.

(d) Any amendment to this Lease shall be in writing and must be executed by the party to be charged thereby.

(e) Lead-based paint disclosure:

Not applicable (The Project was built after 1978)

Received by Tenant _____ Initials.

SIGNED, with Landlord and Tenant hereby in agreement that they are bound by the terms and provisions herein

DATED: _____

Landlord:

Name: _____

Title: _____

Tenant:

Name: _____

Title: _____



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