

## RESIDENTIAL RENTAL AGREEMENT

THIS RESIDENTIAL RENTAL AGREEMENT (this "Lease") bears the date of \_\_\_\_\_, and is between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_; Ph./email \_\_\_\_\_ ("Tenant").

1. **Leased Premises; Term:** Landlord leases to Tenant and Tenant leases from Landlord, the following property: \_\_\_\_\_ (the "Premises"), on the following term: \_\_\_\_\_ Month-to-Month \_\_\_\_\_ Term (\_\_\_\_ months). There is no representation or warranty except as expressed in this document.
2. **Security Deposit:** \_\_\_\_\_ No security deposit \_\_\_\_\_ Security deposit \$ \_\_\_\_\_. Landlord has the right to apply the security deposit towards any unpaid rent and/or damage caused by Tenant, in accordance with applicable law. After application of the security deposit, the balance of the security deposit, if any, will be returned to Tenant within 30 days of termination of this Lease. Tenant shall promptly furnish an additional security deposit upon demand, in the event this Lease is continuing and Landlord has applied the existing security deposit in full towards damages or unpaid rent. If Landlord sells the property, Landlord shall be entitled to transfer the security deposit to the new property owner, in which event Tenant shall only look to the new property owner for return of the security deposit after this Lease has ended.
3. **Rent:** Tenant shall, commencing on \_\_\_\_\_ and on or before the \_\_\_\_\_ day of each month thereafter throughout the Term, pay rent to Landlord, in advance, in equal monthly installments, of \$ \_\_\_\_\_. Rent is due without demand, deduction or offset. Rent shall be paid to the following address, or as otherwise designated by Landlord: \_\_\_\_\_. Tenant shall pay a late fee of \$ \_\_\_\_\_ if rent is not paid within 5 days of the due date therefor. If any rent check is returned due to insufficient funds, all subsequent rent shall be paid electronically or by cashier's check or money order. Landlord shall provide the following utilities: \_\_\_\_\_. All other utilities shall be the responsibility of Tenant. Landlord is not responsible for any interruption in utility service
4. **Use of Leased Premises:** The Premises shall only be used for residential purposes. Tenant shall not cause undue noise, mess or disruption and shall not interfere with the quiet enjoyment of any other tenant at the property, and must comply with the law in all respects. Tenant shall not use or bring any noxious or hazardous substances into the Premises.
5. **Changes to the Property:** Tenant shall not change the Premises in any fashion. Tenant shall not paint or install wallpaper, radio or TV antenna or dish without Landlord's prior written approval. Tenant shall indemnify Landlord against all liability and damage caused by Tenant or any occupants or invitees at the Premises.
6. **Maintenance and Repairs:** Requests for maintenance and repairs of the Premises shall be provided to Landlord or the property manager as follows: \_\_\_\_\_.
7. **Loss of Premises:** In the event the Premises are taken in condemnation, damaged or destroyed, Landlord shall have the right to terminate this Lease. Rent shall be due through the date of termination.
8. **Insurance:** Landlord recommends that Tenant maintain renter's insurance. Landlord is not responsible for any damage or loss to Tenant's property. \_\_\_\_\_ Tenant's initials.
9. **Assignment and Subletting:** Assignment of this lease and subletting are prohibited, unless approved by Landlord in writing.
10. **Surrender:** At the expiration or termination of this Lease, Tenant shall peaceably and quietly surrender the Premises to Landlord in good order, condition and repair, and in at least the same condition as at the execution of this Lease, ordinary wear and tear excepted. Upon mutual agreement this Lease may continue on a month-to-month basis after expiration of the Term.
11. **Default:** Violation of any term or provision of this Lease by Tenant, including without limitation delinquency of rent by more than 5 days or other violation of this lease or any applicable rules and regulations, constitutes a default hereunder. Upon default, Landlord shall have all rights and remedies available under this Lease and applicable law, which may include without limitation serving a notice to quit and pursuing eviction, unlawful detainer and damages. Landlord shall be entitled to recover its reasonable attorney's fees and court costs from Tenant.
12. **Subordination.** This Lease is subject and subordinate to all mortgages, deeds of trust, deeds to secure debt, and all amendments and extensions thereof, whether now existing or hereafter entered.
13. **Pets.** \_\_\_\_\_ Pets are prohibited \_\_\_\_\_ Pets are permitted, as follows: \_\_\_\_\_
14. **Relocation.** Upon reasonable prior notice, Landlord shall have the right to relocate Tenant to a different comparable unit at the property, at no cost or expense to Tenant, at no increase in Tenant's monthly lease expense.
15. **Access.** Landlord shall have the right to access the Premises for repair and maintenance upon reasonable prior notice to Tenant, provided however, prior notice shall not be required in the event of an emergency or imminent material harm.
16. **Agreement.** This Lease, together with any rules and regulations provide to Tenant, reflects the entire agreement between the parties with regard to the lease of the Premises. Any amendment to this Lease shall be writing.
17. **Walkthrough.** Tenant accepts the Premises on an as-is basis. \_\_\_\_\_ Walkthrough before Tenant's occupancy to reflect any damage to the Premises. Tenant shall not be responsible for any damage noted in the walkthrough. Walkthrough waived.
18. **Lead-Based Paint Disclosure.** If the Premises were built before 1978, Tenant acknowledges receipt of Landlord's Disclosure Regarding Lead-Based Paint.

Landlord's signature: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_



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