

LANDLORD AND TENANT SHOULD COMPLETE THE FOLLOWING FORM TOGETHER AND
OBTAIN SEPARATE LEGAL COUNSEL TO REVIEW THE COMPLETED CONTRACT
BEFORE SIGNING

RESIDENTIAL LEASE

Landlord (include names of all owners):

Managing Agent:

Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

Tenant (include names of all tenants):

Name (head of household):

Names (other household members):

Address: _____

Telephone: _____

Email: _____

Rental Unit

The rental unit is located at _____.

The apartment number, if one exists, is _____ and/or the floor is _____.

Is smoking allowed on the property (inside and/or outside)? Yes: _____ No: _____.

Pets (excluding service animals) that are allowed in the unit: _____.

Number of Parking Spaces: _____.

Other property features available for tenant's use (e.g: sheds, garage, driveway, yards, playground, laundry room, storage room, etc.): _____.

_____.

Length of Lease

The landlord will rent this unit to tenant from _____
(Month/Day/Year)
to _____ when the lease ends.
(Month/Day/Year)

Moving In

If the rental unit is not ready to move into on the day that the term of the lease is scheduled to begin, the lease term will begin with the first day tenant moves in and the last day of the lease term will change so that the length of the lease will be the same as originally scheduled.

If the rental unit is not ready to move into when the lease term is scheduled to begin, tenant may cancel this lease at any time before the rental unit is ready and receive a full refund of money paid to landlord, including the security deposit.

Rent

The annual rent for the unit is \$ _____, which is paid in twelve installments of \$ _____ per month.

Tenant will pay the rent on the _____ day of each month.

Rent should be paid to: _____
(Name)

(Address)

(City, State, Zip)

When the rent is paid, landlord will give tenant a receipt.

Late Fee

If rent is up to ten (10) days past due, tenant will be charged a \$ _____ late fee.

Non-Payment of Rent

If rent is more than 10 days past due, landlord will provide tenant written notice stating that if rent is not paid within three (3) business days of delivering notice, tenant may be evicted from rental unit. If rent is not paid within three business days, landlord may file a non payment petition in court and begin eviction proceedings and collect unpaid rent.

Additional Charges

Any additional charges in connection with living in this rental unit are as follows (if applicable):

Security Deposit

Tenant has paid landlord \$ _____ as a security deposit. Landlord will provide tenant(s) with receipt(s) for the security deposit.

Landlord will hold the deposit until the end of the lease. The security deposit remains the tenant's money. Landlord will keep the deposit separate from landlord's own money.

If landlord owns buildings with six or more rental units, landlord will:

1. Put the security deposit in a bank account paying the prevailing interest rate;
2. May keep one percent (1%) of the interest a year for administrative costs;
3. Pay the rest of the interest to tenant each year;
4. Deposit the full amount of the security deposit at:

(Bank)	(Street)
(City)	(State) (Zip Code)

Return of Security Deposit

When lease ends, tenant agrees to return the rental unit to same condition as found at the start of lease, other than normal wear and tear, except for those items identified during inspection and written on this lease. At the end of the lease, landlord will return the security deposit to the tenant(s) listed on the security deposit receipt(s) with the following additions and/or deductions:

1. Plus interest earned per year while deposited in a bank account
2. Less one percent (1%) of the interest earned per year for administrative costs
3. Less any rent due and owing at the time, and
4. Less the repair costs associated with any damage to the premises caused by the tenant or guests that is beyond normal wear and tear.

If landlord deducts money from tenant's deposit, landlord will provide:

1. A list of the items for which tenant is being charged;
2. Receipts and estimates; and
3. Name and contact information of the professional providing the estimate.

Landlord will return the deposit to tenant no more than thirty (30) days after the lease ends.

Forwarding Address

A forwarding address to mail the security deposit, receipts, and/or invoices to the tenant when the lease ends is:

_____ (Name) _____ (Address, City, State) _____ (Zip)

Utilities and Appliances

Landlord shall provide or pay for the utilities and appliances indicated below by the word "Landlord." Tenant shall provide or pay for the utilities and appliances indicated below by the word "Tenant." Unless otherwise specified below, landlord shall pay for all utilities and appliances provided by the landlord.

Item	Provided by:	Paid by:
Heating (circle type) Natural Gas Bottled Gas Oil or Kerosene Electric Wood		
Cooking (circle type) Natural Gas Bottled Gas Oil or Kerosene Electric Wood		
Water Heating (circle type) Natural Gas Bottled Gas Oil or Kerosene Electric Wood		
Electricity		
Water		
Sewer		
Refrigerator		
Range and/or Microwave		
Washing Machine/Dryer		

Item	Provided by:	Paid by:
Trash Collection		
Snow Removal (from paved surfaces)		
Yard Work (lawn mowing & raking)		
Other:		

Initial Inspection

A date and time for tenant and landlord to inspect the unit before moving in is:

Date: _____ Time: _____

If an initial inspection is not mutually conducted, landlord may not find the tenant responsible for damages beyond normal wear and tear to the unit.

Defects landlord will correct: _____

Defects in the rental unit that will remain unchanged (may not include unhealthy or unsafe conditions):

Any additional defects identified after the lease is signed shall be noted at the bottom of the lease, and initialed and dated by the tenant and landlord.

Use of Rental Unit

Tenant has a right to quiet enjoyment of the rental unit, and is obligated not to interfere with the rights of other tenants or neighbors to live in their homes in peace and quiet. Landlord agrees not to prevent or interfere with tenant's legal use of the unit.

Building Rules

Tenant agrees to obey all of landlord's building rules about which tenant has been informed. A copy of the building rules, if any, is appended to this lease.

Alterations, Additions, or Improvements

Tenant agrees not to make any alterations, additions, improvements, or changes in the rental unit, interior or exterior, or to the equipment and fixtures provided by landlord without written consent of landlord. Tenant also agrees not to install any major appliance in the premises without written consent of landlord.

Locks

In buildings with three or more rental units, tenant may install an extra lock on any entrance door to tenant's rental unit. Tenant must provide landlord with a copy of the key to all extra locks upon request.

Landlord Entry into Rental Unit

Except for prior permission from tenant, landlord (or designated agent when property is posted for sale) may enter rental unit only during reasonable hours and after providing tenant forty-eight (48) hours written notice. Landlord may only enter unit without consent to cure any emergency condition.

Warranty of Habitability

Tenant has the right to a livable, safe and sanitary apartment. Landlord agrees to make all necessary repairs and take all necessary actions to ensure the rental unit and building comply with applicable housing codes, is fit to live in, and is not dangerous to life, health, or safety of occupants.

If the rental unit or building becomes unfit to live in due to misconduct by tenant, the tenant's family or guests, the tenant will be responsible for remedying the condition and for the cost of repairs.

Tenant agrees to promptly notify landlord in writing of any needed repairs and any dangerous, unhealthy, or unsafe conditions in the rental unit or building. If the landlord fails to remedy the condition within 30 days of written notice by tenant, in extenuating circumstances the tenant may make necessary repairs and deduct reasonable repair costs from the rent.

Continuation of Utility Service

When the landlord fails to provide water, electricity, or gas to the building's common areas, or to the entire building, or when the landlord fails to provide fuel, causing the loss of heat in the building, tenant has the right to pay the utility company directly to prevent the discontinuation of utility service. Tenant can deduct these charges from future rent payments. If landlord fails to ensure a sufficient fuel supply, tenant may pay for oil deliveries to the building, and deduct these payments from rent. The tenant shall provide landlord with copies of receipts for these purchases.

Serious Damage and Loss of Access to Rental Unit

If the rental unit is so severely damaged or destroyed by fire or by circumstances not caused by the tenant that it cannot be lived in and tenant must move out, tenant may cancel the lease on three days' notice to landlord. The tenant is responsible for any rent due up to the date of the damage, but will not be liable for rent from the date of the damage, and will not be liable for rent owed during the remainder of the lease term. Rent paid in advance from the date of damage will be returned to the tenant.

If the rental unit is damaged in part, so that certain rooms cannot and are not used, and the lease is not cancelled, tenant will pay a proportionate amount of the rent from the day of the damage. Landlord will make all necessary repairs to make the rental unit fit to live in within thirty (30) days. If the lease is not cancelled, tenant will begin paying full rent once the rental unit is repaired and returned to a livable condition.

If damage to the rental unit is caused by the tenant or the tenant's household or guests, the cost for repairs

shall be the responsibility of the Tenant. Tenant is encouraged to obtain a renter's insurance policy which covers damages due to accidents and negligence.

No Eviction for Good Faith Complaint - Tenant's Right to Join a Tenants' Organization

Tenant has the right to bring a court action or to take a good faith complaint to any government agency for landlord's failure to obey any law or regulation concerning the rental unit or any term of the lease, and to join or organize a tenants' association. Landlord agrees not to harass or retaliate against the tenant by way of change terms of the tenancy, evict the tenant or refuse to renew the tenant's lease simply because of tenant's action under this paragraph.

Terminating the Lease

If tenant violates a term of the lease, landlord will provide tenant a written notice demanding tenant live up to the terms of the lease within ten (10) days of delivering the notice. If tenant complies with the terms of the lease within ten (10) days, landlord will provide a written notice to tenant acknowledging lease terms are satisfied.

If tenant does not comply within ten (10) days, landlord will provide tenant with a second written notice. This second written notice will state the lease will terminate at the end of the next full rental period. For example, if the monthly rental period is from the first of month to the last day of the month, and the second notice is given on March 28th, the lease term would end on April 30th. If the monthly rental period is from the 10th of the month to the 9th of the next month, and the second notice is given on March 28th, the lease term would automatically end on May 9th. On or before the day the lease term ends, tenant will leave the rental unit, and return the keys to the landlord.

Landlord has the right to bring a court action if tenant does not pay the rent, fails to cure a violation of the lease, commits a continuing nuisance, or does not leave the rental unit at the end of the lease. Tenant will be given at least five days notice of any court hearing. Landlord will not force tenant out either by harassment, removing tenant's possessions, by changing the lock on tenant's door, or in any other way.

Unless the landlord agrees to the tenant subletting the rental unit, or the landlord and tenant mutually agree to early termination of the lease, the landlord may hold the tenant responsible for payment of all rent remaining under the terminated lease. If the landlord re-rents the property after the tenant moves out, any rent collected from the new tenant will be deducted from the balance owed by the original tenant.

Subletting

Tenant has the right to sublet the rental unit with the written permission of the landlord. Landlord agrees not to deny permission unreasonably. Tenant's notice to the landlord of the intention to sublet will include the name, home address, and business address of proposed person to sublet the rental unit. Landlord will ask for any additional information needed to make a decision within ten (10) days and provide a notice of consent or the reasons for landlord's denial within forty (40) days from tenant's notification of intention. Landlords and tenants participating in the Housing Choice Voucher Program are prohibited from subletting the unit.

Mutual Consent to Terminate Lease

Tenant and landlord may, upon mutual written consent, agree to terminate the lease at any time for any reason. Tenant will be responsible for all payments owed up to the date of lease termination, but will not be liable for any rent owed during the remainder of the lease term. The security deposit and any rent paid in advance from the date of lease termination, less any expenses owing, will be returned to the tenant.

Early Lease Termination Due to Domestic Violence

Tenants who (or their children) are victims of domestic violence may request an early termination of the lease in order to reduce their risk of emotional or physical harm. Landlord may require tenant to provide a copy of a police report or a court order of protection to substantiate the risk. As long as all payments due up to the early termination date have been paid, landlord will release victim tenant from the lease, lease will be terminated, and future rent will not be owed for the remainder of the lease term. Rent paid in advance from the date of lease termination will be returned to the tenant. Landlord will return security deposit to tenant(s) listed on security deposit receipt(s).

Early Lease Termination for Senior Citizens

Tenants or their spouses living with them, who are 62 years or older, or who attain such age during the term of the lease, may terminate the lease early if they: (1) are certified by a physician as being no longer able, for medical reasons, to live independently in such premises and require assistance with instrumental or personal activities of daily living, and who will move to a residence of a family member, or (2) relocate to an adult care facility, a residential health care facility, subsidized low-income housing, or other senior citizen housing. Tenant shall submit evidence to the landlord from tenant's physician documenting the need to reside with a family member, or documentation of admission/pending admission to one of the above mentioned facilities. Future rent will not be owed by the tenant for the remainder of the lease term. The security deposit and any rent paid in advance from the date of lease termination, less any expenses owing, will be returned to the tenant.

Early Lease Termination for Active Military Personnel

Tenants entering active duty in the military may terminate a residential lease if: (1) the lease was executed by the tenant before entering active duty; and (2) the unit was occupied by the tenant or his/her dependents. Any such lease may be terminated by written notice delivered to the landlord at any time following the beginning of military service. Termination of a lease requiring monthly payments is not effective until 30 days after the first date on which the next rent is due. Future rent will not be owed by the tenant for the remainder of the lease term. The security deposit and any rent paid in advance from the date of lease termination, less any expenses owing, will be returned to the tenant.

Transfer of Ownership

In the event the rental unit is sold, the lease will survive the sale. Landlord will incorporate the lease into the sales contract with the new owner, and the lease will remain in effect with the new owner.

Landlord agrees within five (5) days of the sale to give the security deposit, plus any interest owing, to either the tenant or the new owner who is taking control of the building. Landlord will provide tenant with a receipt of the transferred deposit, and the name and address of the new owner by certified mail.

Notice

Unless otherwise required by law, a notice from the landlord or tenant will be considered delivered if the notice is:

1. In writing;
2. Dated and signed;
3. Includes recipient's name and address; and is
4. Delivered in person, sent by regular mail, or is emailed to recipient.

Third Party Rental Assistance

In the event the landlord and tenant participate in a rent subsidy program, both landlord and tenant agree to fulfill all applicable program requirements and submission deadlines in order to maintain timely rent payments. Failure by the landlord to fulfill program responsibilities and meet submission deadlines shall not constitute a non-payment of rent by the tenant.

Housing Rehabilitation Assistance

In the event the landlord would like to receive state or federal funding to repair, rehabilitate, or weatherize the rental unit, and/or make the rental unit more energy efficient, the tenant agrees to provide all necessary documentation, including income information, to the agency administering the program. Information shared by the tenant with the agency is confidential. If the unit is qualified for assistance, tenant agrees to provide the agency and/or contractor with necessary access to the rental unit. Except for prior permission from tenant, landlord will ensure the agency or contractor provides tenant with 48 hours advance written notice before accessing the unit.

During the construction process, tenant agrees not to interfere with portions of the rental unit that are under construction as required by the contractor and agency until the project is complete.

Other Agreements (Tenant and landlord must initial and date all handwritten additions that are made after the lease is signed):

Signatures

Tenant(s) and landlord(s) have each received identical copies of the lease, each copy signed and dated by both landlord(s) and tenant(s).

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

Modification of Lease

This residential lease may not be changed by simply talking about desired changes. Changes can only occur upon written agreement by both tenant(s) and landlord(s).

All handwritten additions or changes to the lease after it is signed must be initialed and dated by the tenant(s) and landlord(s).