

LEASE CONTRACT

Date of Lease Contract (date filled out): _____

1. PARTIES. This lease contract is between you, the resident (list all people signing the Lease Contract):

and us the owner/agent:

You've agreed to rent the property at (street address):

in (city) _____
residence only.
The term "you" refers
owner/agent listed ab
guaranteed performar

2. OCCUPANTS. T
Contract): _____
No one else may occu
consecutive days with

3. CONTRACT TER
ends at midnight on t
paragraph 33.

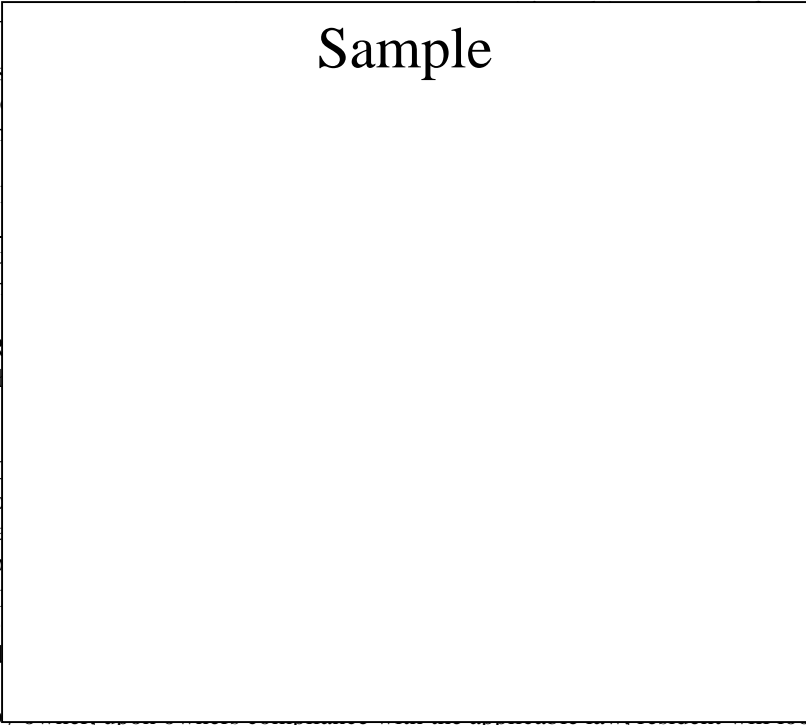
4. SECURITY DEPO
A. Resident has depc
resident's covenants a
grounds, fixtures, app
attorneys fees. (See
B. The security depo
be held and disbursed
broker or manager to
sale of the premises b

successors owner, or said owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original owner. It is agreed that _____ shall initially hold residents security deposit, subject to further assignment, as authorized.

5. KEYS. You will be provided ____ door key(s), and _____ (other) key. KEYS MUST NOT BE DUPLICATED. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. You will be charged \$_____ for each key not returned plus \$_____ to have locks changed.

6. RENT; CHARGES. You will pay \$_____ per month for rent, payable in advance without demand at:

You must pay your rent on or before the first day of each month (due date) with no grace period. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashiers check, money order, or



as a private
refer to the
/one else has
g the Lease
more than ____
month.
____, _____ and
ices as required by
y resident of any
he building or
eck charges and
ease Contract will
appoints his agent,
In the event of a
k solely to the

one monthly check rather than multiple checks, however, cash is not acceptable without our prior written permission. Prorated rent to the first of the month is \$_____. If you don't pay on time, you'll be delinquent, and all other remedies under the Lease Contract will be authorized. If you don't pay all rent before the ____ day of the month you'll pay an initial late charge of \$_____ plus \$_____ per day until paid in full. Daily late charges must not exceed 15 days for any single months rent. You will pay a charge of \$_____ for each returned check, bank draft or money order, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet or occupant restrictions will be \$_____ per day. Charges other than normal rent are assessed as additional rent. You may not and must not withhold or offset rent for any reason.

7. UTILITIES. You pay for all utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You must not allow utilities to be disconnected in your name or during your tenancy. You must not allow utilities to be disconnected, including disconnection for not paying your bills, until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes. Tampering with utility meters or connections is not allowed. If your electricity is ever interrupted, use only battery operated lighting. You agree to place and keep utilities in your name for the duration of this Lease Contract. You agree to maintain continuous telephone and trash removal service at the subject property and to inform us of any change in your phone number.

8. INSURANCE. We urge you to get your own renters insurance for losses due to theft, fire, smoke, water, damage, liability and the like. Our insurance does not cover your possessions or liability. You intend to (check one):

- _____ not buy renters insurance to protect against such losses as
- _____ buy renters insurance

9. RELETTING CHARGES

- A. fail to give 30-day written notice
- B. move out without our consent during the Lease Contract term or renewal period;
- C. move out at our demand
- D. are judicially evicted

Not a Release. The reletting charges do not release you from continuing obligations under the Lease Contract. Rather, the reletting charges are an additional expense in finding and procuring a new tenant, and those relating to inconvenience, lost time, overhead, marketing costs, and other expenses. If no amount is specified, the amount shall be \$_____.

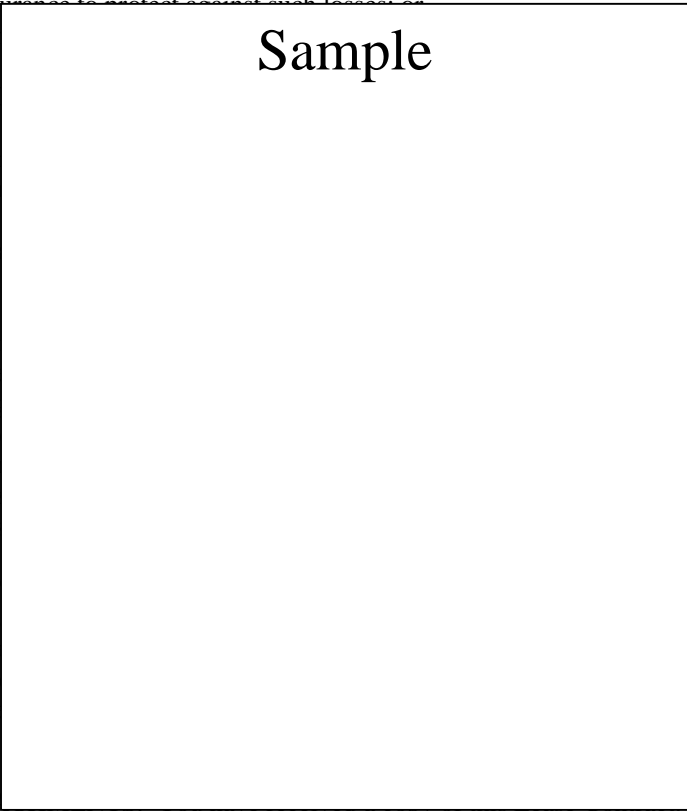
10. DELAY OF OCCUPANCY

holding over, we're not liable for (1) abatement of rent on a day for a longer than seven days, you are liable for the full amount of rent. After termination, you are liable for the full amount of rent. Termination does not apply to the Lease Contract.

11. COPIES AND ATTACHMENTS

attached to the Lease Contract and given to you at signing. The items checked below are attached to this Lease Contract:

- _____ Community rules & policies, dated _____
- _____ Inventory and condition form, dated _____
- _____ Move-in move-out Inspection, dated _____
- _____ Pet agreement, dated _____
- _____ Other _____
- _____ Other _____
- _____ Other _____



(one month rent) if you:

Lease Contract term or

or a buyout fee, does not include damages or other sums due. The amount is our time, effort and expense in ascertain, particularly in advertising, checking prospects, and other expenses. If our reletting attempts are unsuccessful, the amount may be determined.

ing or a previous resident's lease, you are subject to the terms of the Lease Contract set forth below. If the delay is more than seven days, notice must be in writing. The amount of Lease Contract termination shall be determined by occupying the property.

Any of our rules will be

SPECIAL PROVISIONS. The following special provisions and any addendum or written rules furnished to you before signing control over conflicting provisions of this printed Lease Contract form.

You are entitled to a copy of this Lease Contract when it's fully signed. Keep it and all attached documents in a safe place.

Resident(s) and Guarantor(s) all sign below:

Owner or Owners Representative signature:

12. REIMBURSEMENT. ~~You must promptly reimburse us for loss, damage, or cost of repairs~~ caused anywhere on the property by you or any other person, including negligence or malicious intent. We may require payment of the cost of repairs, which you're liable. Any delay in our demanding such reimbursement may constitute a breach of this Lease Contract.

13. RENT INCREASES. All rent increases are subject to the provisions in this Lease Contract. Lease Contract changes are allowed before the initial Lease Term. If any of the provisions in paragraph twelve, by any person, including the Landlord, are changed, the new provisions shall be effective 30 days before the Lease Term begins. If at least 30 days before the Lease Term begins, the Landlord provides you with written notice of rent increases or Lease Contract changes, the new provisions shall be effective (without necessity of your signature) unless you provide written notice to the Landlord within 30 days of the date of the notice.

14. DISCLOSURE RIGHTS. The Landlord shall disclose to you, in writing, for law enforcement, governmental, business or other purposes, all applicable laws, regulations, codes, ordinances, rules, and policies.

15. HOUSE RULES AND POLICIES. The Landlord shall provide you with written rules and policies, including instructions, in writing, at the time you sign this Lease Contract. We may make reasonable changes to the rules and policies, provided we give you a reasonable amount of notice in writing.

16. CONDUCT. The property is to be used only for residential purposes. You are liable to us for damages caused by you, your guests, or others who, in our judgment, have been violating the rules and policies, or disturbing other residents, neighbors, or the community. You shall be considered a licensee for the purposes of this Lease Contract. You shall properly mow, trim, and maintain the lawn in a presentable order, as determined in the owner's discretion.

THERE IS NO IMPLIED COVENANT OF QUIET ENJOYMENT OR WARRANTY OF HABITABILITY OF THE PREMISES ASSOCIATED WITH THIS LEASE.

17. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct; creating a nuisance; disturbing or threatening the rights, comfort, health, safety, convenience or quiet enjoyment of others in or near the property; possessing, selling or manufacturing illegal drug paraphernalia; engaging in or threatening violence; engaging in or aiding criminal activity; possessing a weapon prohibited by local or state law; discharging a firearm on the property; displaying or possessing a gun, knife or other weapon in a way that may alarm others; soliciting business or contributions; using the property for other than residential use to include operating a business or child care service; storing anything next to gas appliances;

tampering with utilities; bringing hazardous materials onto the property and using candles, lanterns, or gas or kerosene lamps or heaters.

18. **MOTOR VEHICLES.** Resident and owner agree that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicles on the premises are prohibited and may be towed off the premises by the owner or hired towing company at the vehicle owner's expense, after posting a 72 hour notice in a conspicuous place on the vehicle indicating the owner's intent to tow said vehicle. Resident further agrees not to store and/or park any trailer, camper, boat or any other similar recreational item or vehicle on the premises without written consent of the owner. Residents agree not to park any commercial or public vehicle on the premises under any conditions. Resident further agrees not to make any repairs of any motor vehicle and/or recreational items on the premises without the written consent of owner. No loud vehicles allowed. No parking on lawn or sidewalk, including move in and move out. A vehicle is prohibited on the premises and may be towed if it:

- 1.) has flat tires or other conditions rendering it inoperable;
- 2.) has an expired license or inspection sticker;
- 3.) belongs to a resident or occupant who has surrendered or abandoned the property;
- 4.) is parked wrongfully on the premises, illegally or interferes with emergency access.

19. **RELEASE OF RESIDENT**
Contract for any reason, including involuntary business transfer, financial difficulty or bad at the property that the owner Probate Code.

Initials _____ Initials _____

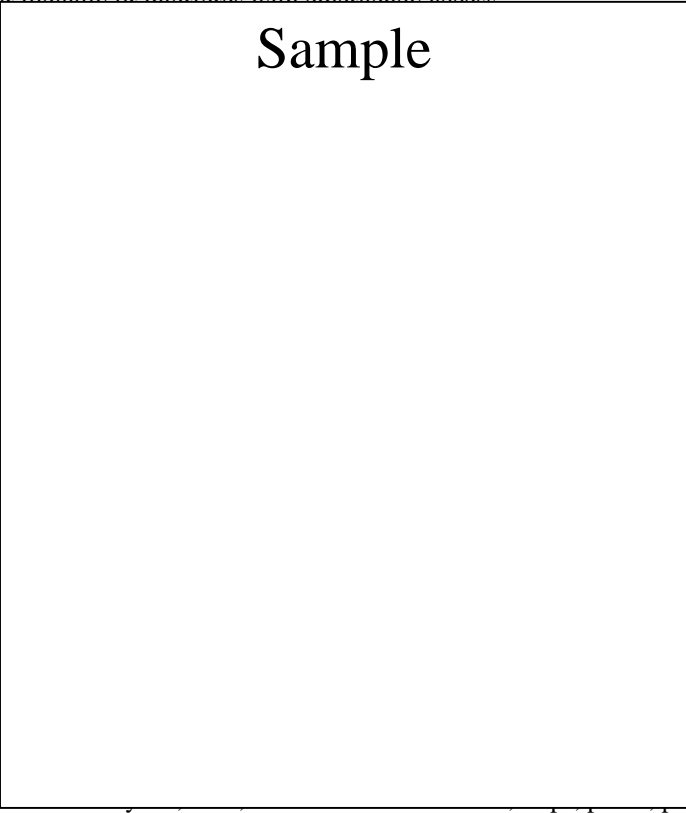
20. **RESIDENT SAFETY**
your own and others safety window latches, lighting

Smoke/Carbon Monoxide we'll test them and provide replace the batteries as needed expense, without prior notice nor others may disconnect smoke or water if that condition reporting malfunctions.

Casualty Loss. We're not property from fire, smoke explosions, appliance mal negligence. Resident shall

hours of accumulation. Resident must take precautions to prevent frozen plumbing during freezing weather by keeping the property heated to at least 50 degrees, opening sink cabinets and closet doors to allow warm air circulation and allowing hot and cold water faucets to drip. You'll be liable for damage to our property if damage is caused by broken water pipes due to your violating these requirements. If you ask us to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local fire, police or emergency medical service authorities in case of fire, smoke or suspected criminal activity involving imminent harm. You should then contact us. You won't treat any of our security measures as an expressed or implied warranty of security or as a guarantee against crime or of reduced risk of crimes. Unless otherwise provided by law, we're not liable to you or any guest or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal history checks on any residents, occupants or guest in the property. If you or any occupant or guest is affected by a crime, you must make a written report for us and for the appropriate local law enforcement agency. You must also furnish us with the law enforcement agency's incident report number upon request.



released from this Lease transfer, voluntary or employment, incarceration, resident dies while they reside as set fourth in the State

must exercise due care of locks and dead bolt locks,

required by statute and you must pay for and for missing batteries at your actions to us. Neither you or damage from the fire, dies or from your not

damage or loss of personal property, lightning, wind, if caused by our ratio and driveway within 24

Subordination. Any and all insurance you have shall be at all times primary insurance. Any cost of expense paid or incurred by the owner or owner's insurance company shall be subject to full reimbursement by you or your insurance company.

21. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the property, grounds, fixtures and appliances as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. Within 48 hours after move-in you must advise us of all defects or damage in writing. Otherwise everything will be considered to be in clean, safe, and good working condition.

You must use customary diligence in maintaining the property and grounds. Unless authorized by us in writing, you must not perform any improvements, repairs, painting, wallpapering, carpeting, electrical changes or otherwise alter our property. No holes, tape or stickers are allowed on the wall except for a reasonable number of small nail holes for hanging pictures in spaces. No alterations, additions, or re-keying is permitted unless allowed in writing. When you move in we'll provide you with bulbs of the same type as ours unless we agree otherwise.

22. **HABITABILITY:** You acknowledge (on your behalf), and acknowledge on behalf of your intended use, and the agent's opinion, the habitability of the premises. You will promptly provide written notice to us.

23. **REQUESTS, REPAIRS, AND SECURITY:** You must notify us in writing of any danger to person or property, such as gas leaks, electrical shorts or crime in progress.

You are responsible for requesting repairs and security. You must provide adequate locks or latches.

We may turn off equipment if utilities malfunction or a fire hazard exists.

If we consider fire or catastrophic damage substantial, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less deductions.

24. **PETS.** No pets are allowed (even temporary or visiting pets) anywhere on the premises unless we've so authorized in writing, except for guide animals of disabled persons. If we allow a pet, you must sign a separate agreement. Pet prohibitions apply to all types of animals, especially any animal which is dangerous. You must not feed stray animals. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to the charges, damages, eviction and other remedies provided in this Lease Contract. A pet deposit is considered a general security deposit. We may require a doctor's statement of need for a guide animal for disabled persons.

If a pet has been in the property at any time during your term of occupancy (with or without consent) we will charge you for defleaing, deodorizing or shampooing to protect future residents from possible health hazards. Daily pet charges and pet removal charges are liquidated damages for out time, inconvenience and overhead (except for attorney fees and litigation costs) in enforcing pet restrictions and rules.

Sample

...les state otherwise. No s, additions, or re-keying is or remove our property. ill replace them at your not we consent) become

...remises inspected on your of habitability for their ages so that, in you're l promptly provide written

...NEEDS TO SEND A VICES OR SECURITY s involving immediate e running water, electrical

...n or responding to any oral r written notice under this ns, broken or missing or safety.

...to perform work. If mmediately. If equipment customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate. You are responsible for all costs of repair due to your or your occupants or guests fault or negligence.

We may remove an unauthorized pet by leaving, in a conspicuous place at the property, 24 hours prior written notice of intent to remove the pet, and by following the procedures of paragraph 25. We may keep or kennel the pet or turn it over to a humane society or local authority. When catching, keeping or kenneling a pet, we won't be liable for loss or harm, sickness or death of the pet. We'll return the pet to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the pet's reasonable care and kenneling charges.

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then you will allow us or our representative or service or repair people to peacefully enter the property at a reasonable time for the purposes listed in (2) below. If nobody is in the property, we or our representatives or service or repair people may enter peacefully and at reasonable times by duplicate or master key (or by breaking the window or by other means if locks have been changed in violation of this Lease Contract) if:

- (1.) written notice of the entry is left in a conspicuous place at the property immediately after the entry, and
- (2.) entry is for: responding to you or your requests; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke detector batteries; retrieving tools or items; preventing waste of utilities; delivering, installing, removing or re-keying unauthorized security devices; removing health or safety hazards (including hazardous materials) and items prohibited under our rules; removing unauthorized pets; retrieving directed by a law enforcement prospective residents; or show contractors, prospective buyers

26. MULTIPLE RESIDENTS. If you or any guest or occupant has violated the Lease Contract. Our request for repairs and occupants. Notices and repair request and entry permission for all residents is considered the agreement. Payment may be by one check jointly signed by one resident only.

27. REPLACEMENTS AND SUBLETTING. We require your consent in writing, which covers subletting. If you or your residents procure a replacement or subletting, then (1.) a reletting charge won't be assessed; (2.) an administrative (paper) fee will be assessed; (3.) you will remain liable for

Initials _____ Initials _____

Credits. We'll credit all subsequent tenants against your liability for past-due and

Procedures. If we approve a replacement sign this Lease Contract and replacement residents sign, your security deposit will automatically transfer to the new resident. You no longer have a right of occupancy under the Lease Contract term unless you

28. DEFAULT BY OWNER. We will ensure that the property complies with applicable federal, state and local laws regarding sanitation and fair housing; and make all reasonable repairs, subject to your obligation to pay for repairs or damages for which you are liable.



compliance; entry as required by law; appraisers, estimators,

the Lease Contract obligations. If you or any guest or occupant is found to have violated the Lease Contract, notice to all residents. Lease Contract termination, refund of security deposit by one of multiple residents. Security deposit refunds may be mailed to one

entry is allowed only when we are not working or remaining in the property by your consent to the

Lease Contract term.

subsequent residents against your liability for past-due and negligence to relet.

Procedures; (1) the remaining security deposit or (2) the remaining security deposit. If you are departing, your security deposit will be returned to you. If you are departing, your security deposit will be returned to you. If you are departing, your security deposit will be returned to you.

water heating and A/C equipment as applicable; subletting. We require your consent in writing, which covers subletting. If you or your residents procure a replacement or subletting, then (1.) a reletting charge won't be assessed; (2.) an administrative (paper) fee will be assessed; (3.) you will remain liable for

If we violate any of the above: (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have reasonable amount of time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if we haven't diligently

tried to repair within a reasonable time, you must then give us a written notice of intent to terminate the Lease Contract unless the repair is made in less than seven days. You may exercise your remedy of terminating the lease, but in no event are you allowed to offset or withhold rent.

Failure of owner to maintain or repair the property or premises shall not constitute a breach of this Lease Contract by owner unless such failure makes the resident's premises uninhabitable and resident vacates the premises due to such failure.

29. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amount that you owe when due; (2) you or any guest or occupant violates any provisions of this Lease Contract, house rules, or fire, safety, health, or criminal laws, regardless of whether arrests or convictions occur; (3) you abandon the property; (4) you give incorrect, incomplete or false information on rental application; (5) you or any occupant is arrested for criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in state law; (6) any illegal drugs, drug odors or paraphernalia are found on the property; (7) you violate any applicable laws, ordinances, or regulations. The following remedies, by state law, and then personal delivery at the of the property.

Eviction. If you default, we can exercise all legal right property to the occupant over Termination of your possession giving notice to vacate or file doesn't waive or diminish our time doesn't waive our right

Acceleration. All monthly automatically without notice without our written consent notice (by you or any occupant you've not paid all rent for which we will give you notice we demand because you've when the Lease Contract becomes

Other Remedies. If your rent that we've furnished and paid to credit agencies. Upon default

Resident hereby agrees that any violation or breach of a and court costs when and as responsible for said fees when because of any breach by the overhead in collecting late interest per year from the default amounts that are due under

30. **INTERPRETING THIS** promises, representations or representatives (including those of this Lease Contract or any party

impose security duties or other obligations on us or our representatives, unless in writing. All notices and documents may be in English or, at our option, in any language that you read or speak. No action or omission of ours or our representatives will be considered a waiver of any subsequent violation, default or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, late charges, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent or management company is personally liable for any contractual, statutory or other obligations merely by virtue of acting on our behalf. Neither an invalid clause nor the omission of initials invalidates this Lease Contract. All provisions regarding our non-liability and non-duty apply to

Sample

al drugs, drug odors or following remedies,

by state law, and then personal delivery at the of the property. liability for future rent. After the filings or acceptance accepting money at any

l be accelerated ly due and delinquent if, r give oral or written ewal period ends; and (2) sidered a default for victed or move out when entire term payable

may terminate utilities / report unpaid amounts termination.

by the owner because of y owners attorney's fees sident shall be sible for said fees time, inconvenience and id amounts bear 18% cy fees in addition to the

es have made any oral en you and us. Our to waive, or terminate s or agreements that

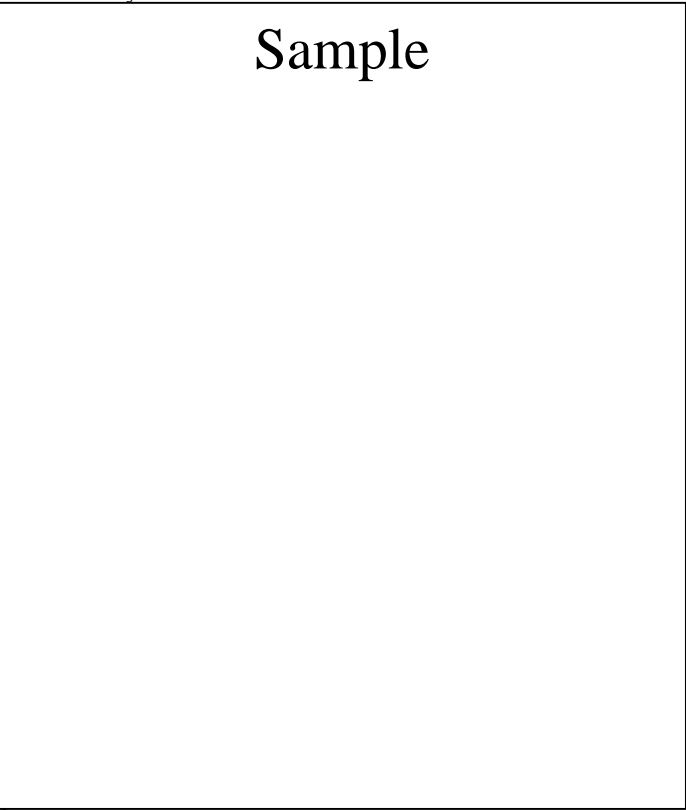
furniture and personal belongings have been substantially removed from the property. The property is also considered abandoned on the tenth day after the death of the sole resident. Surrender or abandonment ends your right of possession for all left behind and return of s

B. Resident agrees that if personal property of the r the right to remove and di without recourse by resid is in the business of rentir as such, resident shall ind damages or expense with

C. Resident and owner ag acceptance of the premise with written statement list deposit shall be returned t
(1) There are no unpaid cl
(2) The property, includin the same condition as it w cleaning shall be deducted
(3) After inspection by ow damages or repairs to the scratches, burns or holes c

D. Resident acknowledge charge due hereunder, and

Initials _____ Initials _____



property is also considered abandoned on the tenth day after the death of the sole resident. Surrender or abandonment ends your right of possession for all left behind and return of s

ed and leaves behind er them, owner shall have sole risk and cost and owldges that the owner e owner's livelihood and inst any claim or costs of

t or surrender and t's last known address sit (if any). The security e been met:

erty shall have been left in e charges to complete

ted for any unpaid ght bulbs; stickers,

resident for any rent or

Resident(s) and Guarantor(s) all sign below:

Owner or Owners Representative Signature:

