

Rental Agreement
Apartment / Condo / Townhouse / House
Long Form

Date: _____

COMPLEX NAME: _____ UNIT TYPE: _____

COMPLEX ADDRESS: _____

PARKING SPACE NO.: _____ UNIT NO.: _____

RECEIVED OF _____, hereinafter called TENANT, the sum

of _____ dollars as a deposit to secure the rental of (Check One) Apartment Condo Townhouse/House,

Unit No. _____ located at _____,

City of _____, County of _____,

State of _____ upon the terms and conditions in the Rental Agreement. If accepted by the

LANDLORD or his agent, this deposit shall apply to the first month's rent. If not accepted, this deposit shall be refunded to TENANT. Upon acceptance, and before taking occupancy, TENANT agrees to pay the following amounts listed below.

If TENANT fails to pay the additional balance due upon acceptance, then total deposit shall be retained by LANDLORD as liquidated damages, constituting the sole money remedy by LANDLORD for holding the premises off the market. LANDLORD, or his agent, shall not be liable to TENANT for damages for failure to deliver possession of the premises at the time herein agreed. Acceptance by LANDLORD or his agent must, and can only be, in writing. If not so accepted within 3 days from the above date written, the agreement shall be deemed not accepted. Resident has three 3 days from above date to withdraw the application and receive a refund of the abovementioned deposit.

Initial Payments Breakdown

Date payment received: _____

Pro-rated to: _____ \$ _____

Security Deposit: _____ \$ _____

Key Deposit: _____ \$ _____

Credit Check Fee: _____ \$ _____

Pet Fee (Non-Refundable): _____ \$ _____

Total due on Acceptance _____ \$ _____

Amount of Deposit with Application _____ \$ _____

Balance due on Acceptance _____ \$ _____

Date time monthly payment due: _____

WITNESSETH:

That the LANDLORD, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by TENANT does hereby rent to TENANT the aforementioned premises.

To have and to hold and premises forth the term and upon the following covenants and agreements, all of which covenants and agreements shall be construed to be material covenants of the Rental Agreement:

1. **TERM AND RENT:** Landlord agrees to rent and Tenant agrees to hire from Landlord, on the terms herein set forth, the above-described premises for a period of _____ months beginning on the _____ day of _____, 20_____, thereafter month to month.
2. **AMOUNT OF RENT AND MANNER AND TIME OF PAYMENT:** Rent shall be payable in the sum of _____ Dollars each month. Tenant understands that the entire rent for each month is due on the first day of that month and agrees to pay the same on that date to: _____ at _____ all payments to be made by money order or personal check. If this Rental Agreement is entered into other than on the first day of a calendar month, the rent shall be prorated and paid to the first day of the following month which first day shall be the first day of the term; nevertheless, all the terms hereof shall apply during said interim period as between the parties.
3. **LATE CHARGES, ETC.:** Rent is due on or before the first day of each month. If the Tenant does not pay the full amount of the rent shown in Paragraph 1 before the 5th day of the month, the Tenant agrees to pay a fee of _____ Dollars. Thereafter, the Tenant agrees to pay a fee of \$ _____ for each additional day the rent remains unpaid in full. For each check returned to the Landlord, Tenant agrees to pay a handling charge of _____ Dollars to Landlord. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
4. **OCCUPANCY BY CHILDREN:** This Rental Agreement (Check One): Does Does not permit occupancy by children. If permitted, no more than _____ children may occupy the premises.
5. **SERVICES INCLUDED WITH RENTAL:** No services are included with the rental except such as are hereinafter specifically outlined.
6. **REASONABLE RIGHTS OF INSPECTION OF LANDLORD:** Tenant agrees Landlord may enter the Premises at a reasonable time to inspect the Premises or to make repairs. If notice of termination of this Agreement has been given by either party, Tenant agrees Landlord may show the Premises at anytime without notice; however, no showing without appointment with Tenant will be conducted except between the hours of 9:00 am and 5:00 pm.

7. INVENTORY OF ANY FURNISHINGS INCLUDED WITH UNIT: Landlord has provided to Tenant furnishings (check applicable) carpeting, drapes, furniture, appliances, and more fully described in the "Inventory Exhibit" attached hereto, installed by the parties and incorporated herein by reference as though fully set forth herein; and Tenant agrees to take good care of such and return the same at termination of this lease in good condition, allowance being made for normal usage.
8. CONDITION OF THE UNIT AT TIME OF EXECUTION OF LEASE: By signing this Agreement, the Tenant acknowledges the unit is safe, clean, and in good condition. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the unit, except as listed on the unit inspection report.
9. RESPECTIVE RESPONSIBILITIES OF LANDLORD AND TENANT AS TO ANY DAMAGE OR REPAIR TO THE UNIT OR ITS FURNISHINGS: The respective responsibilities for damage or repair of the unit or its furnishings is as provided in this provision and also as elsewhere provided in this lease in other paragraphs hereof. Tenant agrees not to remove any fixtures or appurtenances or cause same to be removed from the premises or drive any nails or screws or apply any fastenings to the premises without the written consent of the Landlord. All painting and decorating shall be done at the option of the Landlord only. No painting shall be done by the Tenant, or any other party, without the Landlord's written consent. Throughout said terms, Tenant shall take good care of the premises, its appurtenances, fixtures, and equipment; Tenant shall not disfigure or deface any part of the building or grounds or suffer the same to be done. If and when needed, Landlord shall repair the premises, its appurtenances, fixtures, and equipment when rendered necessary because of misuse or negligence by Tenant, his family, servants, employees, or agents. The cost thereof shall be determined by statements rendered by Landlord to Tenant and the sum so determined shall be payable upon delivery of such statements; if the same shall not be paid within ten (10) days thereafter, the same shall become so much additional rent, payable on demand with any installation of rent thereafter becoming due and collectable as such. Tenant agrees, upon vacating the premises, to deliver the keys, to Landlord, or his agent, and to leave the premises in the same condition, natural wear and tear excepted, as upon his entry on the same; and that necessary cost or expense in cleaning or for damage caused by Tenant, or the making of new keys, to be deducted from the deposit or be charged against the Tenant, or both.
10. LISTING OF PERSONS OR NUMBERS OF PERSONS WHO ARE TO OCCUPY THE UNIT: The Premises shall be used only as a private residence for not more than _____ adults and _____ children. Tenant agrees that no occupants in excess of the number stated herein shall occupy the premises except upon prior written consent of Landlord.
11. RESPECTIVE RESPONSIBILITIES OF THE LANDLORD AND TENANTS AS TO THE PAYMENT OF UTILITY CHARGES: Tenant agrees to pay for all utilities, including utility deposits, except _____ which will be furnished by Landlord.
12. HOUSE RULES – QUIET CONDUCT: Tenant has read and agrees to comply with and acknowledges receipt of a copy of the house rules and policies now in effect, the same being expressly incorporated herein by this reference, and further agrees to comply with such amendments thereto as may from time to time be made by Landlord with or without prior notice. Tenant agrees not to harass, annoy, or endanger any other Tenant or person, or create or maintain a nuisance, or disturb the peace or solitude of any other Tenant or commit waste in or about the Premises or Properties. Tenant shall not violate any Federal, State, County, or Local law within the premises or complex.
13. WATERBEDS/ANTENNAE: No waterbed or similar water filled device shall be placed in or about the Premises without the prior written consent of Landlord; if such consent is granted, said waterbed or device will be fully lined, and Tenant agrees to deposit with Landlord proof of adequate insurance. No television, radio, microwave, or other antennae shall be placed in or about the Premises without the prior written consent of Landlord.
14. SUBLEASE: Tenant shall not let, sublet, assign or transfer all or any part of the Premises without the prior express written consent of Landlord; any such attempted lease, sublease, assignment or transfer shall be void.
15. USE OF PREMISES BY TENANT: The said premises are to be used and occupied by Tenant and those designated herein for residential purposes only and for no other purpose; no trade, business, or occupation shall be carried on therein. Tenant will use and occupy said premises and appurtenances in a careful, safe and proper manner and will comply with all County Ordinances and with directions of proper public officials as to the use thereof and will comply with all of the rules and regulations of the building in force from time to time. Tenant will not allow said premises to be used for any purpose or in any way that will increase the rate of insurance thereon nor for any purpose other than that herein specified, nor permit the same to be occupied in whole or in part by any other persons and will not bring, or permit to be brought into or upon said premises any substances or force or do anything which will increase the hazard of fire in or on said premises; nor shall Tenant permit any transfer by operation of law of Tenant's interest in said premises acquired through this lease, nor shall Tenant permit said premises to be used for any unlawful purpose or in any way that will injure the reputation of the premises; nor will Tenant permit any alterations, improvement, or addition of or upon any part of the premises nor allow any sign or placard posted or placed thereon except by the written consent of Landlord. All alterations, improvements, and additions to the premises shall remain for the benefit of the Landlord unless otherwise provided in said written consent. All entries, passages, stairways, halls, and other public places in the building shall not be obstructed or used by Tenant or any purpose other than ingress or egress of the Unit.
16. LOUD MUSIC OR OTHER NOISE: No music or noise shall be permitted on the premises which shall be objectionable to the occupants of the building or to the Landlord.
17. DEADBOLTS AND KEYS: Tenant shall not have installed a deadbolt on the door to the said premises or change a deadbolt lock now existing on said premises without first having Landlord's consent, in writing and supplying to Landlord, for retention, in case of emergency access to said premises, a said key to be deposited with Landlord and the same may be used for entry into the premises in the event of an emergency.
18. DESTRUCTION / CONDEMNATION: If there is any partial destruction to the Premises, or of the building in which the Premises are located, by fire, casualty, or other cause, Landlord shall promptly repair the same. Such partial destruction shall in no way void this agreement, except Tenant shall be entitled to a proportionate reduction of rent while such repairs shall interfere with the normal use and occupancy of the Premises by Tenant. If the Premises are damaged or destroyed by fire, casualty, or other cause to such an extent that enjoyment of the dwelling unit is substantially impaired, Landlord may terminate the rental agreement and Tenant may immediately vacate the premises and notify the Landlord within seven (7) days thereafter of his intention to terminate the rental agreement. Termination shall be as of the date of vacating. If any part of the Premises, or the building in which the Premises are located, shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as of the date titled shall vest in the party initiating condemnation.
19. SUBORDINATION: This Agreement shall be subordinate and junior to any and all liens and encumbrances of any kind or description and any amount whether existing or hereafter arising and placed by Landlord on the Property of which the Premises are a part.
20. ATTORNEY'S FEES / COSTS: In case suit shall be brought for any unlawful detainer of the premise, or for recovery of any rent or other charges due hereunder, or because of breach of any other covenant of this Agreement on the part of Tenant to be kept or performed, reasonable attorney's fees may be awarded to the prevailing party in such court action.
21. NOTICES: Tenant agrees to accept all Notice to Tenant, which may be delivered personally or by depositing the same in the United State Mail, postage prepaid, and addressed to Tenant at the Premises, whether or not the Tenant has departed from, abandoned, or vacated the Premises.
22. TIME: Time is of the essence of this Agreement and each payment to be made as provided herein and of performance by each provision herein contained on the part of Tenant be kept, made or performed. All rights, remedies, elections, and powers granted Landlord by this Agreement or by law are cumulative and no one remedy is exclusive of any other. Landlord's waiver, of any term or condition hereof shall not constitute a continuing waiver thereof or any other subsequent breach of any similar or dissimilar term or conditions. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

23. **LIABILITY:** Tenant agrees to hold Landlord and his agents harmless from each and all claims of loss or damage to property and of injury or death to persons occurring on the premises rented for Tenants exclusive use. The Landlord is not responsible for the personal property of the Tenant. It is the Tenant's responsibility to obtain his own personal property insurance.
24. **TERMINATION BY TENANT:**
 - a) If the term provided in paragraph 1 above be for other than month to month, this Agreement shall be deemed a lease for said term; any holdover thereafter shall be month to month on the terms and conditions of this Agreement, except said terms shall not then decide include any option or right to renew or extend term hereof.
 - b) If either the term provided in paragraph 1 above is month to month, or expiration of the specific lease term occurs and Tenant remains in possession, thus creating month to month tenancy, then Tenant may terminate his tenancy by giving written notice _____ days prior to the end of any term to Landlord at Rental Office, and Tenant shall remain liable for the entire rent for said month expiring on the termination date. Landlord may give a like termination Notice to Tenant.
 - c) If Tenant remains in possession of the Premises after expiration of the term of this rental agreement, or after its termination, without consent of Landlord, Landlord may bring an action for possession, for rent, for ejection, for unlawful detainer, for actual damages – any one, more than one, or all of the foregoing.
25. **VEHICLES:** Tenant agrees to park vehicles only in the parking space assigned to his Unit, in designated open space parking areas, or on the public street. No motor vehicles, nor any part thereof, shall be placed in any enclosed building within the complex.
26. **BREACH OF RENTAL AGREEMENT:** if the rent herein provided for shall at any time be in arrears or unpaid, unpaid, or if Tenant shall violate or fail to observe any of the terms, conditions, rules, or regulations set forth referred to herein, or if the premises are used in any manner objectionable to Landlord, or if the occupant of said premises disturbs or annoys the occupants of the building, Landlord shall be entitled to declare this rental agreement breached and exercise all available rights of termination provided by law, equity, or any statute including proceedings to obtain possession and give such notices thereof as are provided by law.
27. **ENTIRE AGREEMENT:** Concerning this Agreement and leasing of any unit, it is not the policy of Landlord or its agents to enter into any oral agreements t to rely upon any oral representation(s). This Agreement contains the entire agreement between the parties hereto; all representations of Landlord and / or to Tenant are hereby merged herein.
28. **VALIDITY:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

PLEASE READ CAREFULLY BEFORE SIGNING

Landlord and Tenant have executed this Agreement on the date first written above.

Signature of Landlord / Agent

Signature of Tenant

Signature of Tenant