Sample Lease

Although there is no standard lease that is used, most will look similar to the below sample. Be sure to review the lease carefully (it is suggested to have an attorney also review it) and keep a copy of it!

Landlord: ________________________________________________________________
Tenant(s): _______________________________________________________________
Property: ________________________________________________________________

In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property under the following terms:

1. **Term.** This lease shall be for a term of _______________ [length of lease] beginning _______________ [date of start of lease] and ending ______________ [date of end of lease].
2. **Rent.** The rent shall be $____________ per month and shall be due on or before the ________ day of each month. If the rent is received more than three days late, a late charge of $___________ shall be paid.
3. **Payment.** Payment must be received by Landlord on or before the due date at the following address: __________________________________________ or such place as designated by Landlord in writing.

Tenant understands that this may require early mailing. If a check bounces, Tenant agrees to pay a late charge of $_______________ and Landlord may require future payments in cash, money order, or certified funds. Tenant is hereby notified that default of financial obligations under this agreement may be reported to credit reporting companies and may result in derogatory information on Tenant’s credit report.
4. **Default.** In the event Tenant defaults under any terms of this agreement, Landlord may recover possession as provided by Law and seek monetary damages.
5. **Security.** Landlord acknowledges receipt of the sum of $____________ as security deposit. This deposit may not be used as last month’s rent. Landlord may withhold from the security deposit amounts necessary to cover unpaid rent, damages to the premises caused by the Tenant beyond ordinary wear and tear and cleaning of the premises, if necessary. Within three weeks after Landlord retakes possession of the premises, Landlord shall furnish Tenant with a written statement itemizing the amounts withheld with explanation and returning any unused portion of the deposit to Tenant.
6. **Utilities.** Tenant agrees to pay all utility charges on the property except:

7. **Maintenance.** Tenant has examined the premises and has found them to be clean, safe, and in good repair and condition with the exception of the following:

Tenant agrees to return the premises to landlord at the termination of the tenancy in the same clean, safe, good repair and condition, except for normal wear and tear.
8. **Locks.** If tenant adds or changes locks on the premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the premises in case of emergencies.
9. **Assignment and Subletting.** Tenant may not sublet the premises nor any portion of the premises, nor may tenant assign the agreement without written permission of Landlord.
10. **Use.** Tenant shall not use the premises for any illegal purposes or any purpose that will increase the rate of insurance and shall not cause a nuisance for Landlord or neighbors. Tenant shall not create any environmental hazards on the premises.
11. **Lawn** (check and initial). Tenant agrees to maintain lawn and other landscaping on the premises at tenant’s expense. Yes ________ No ________ Initials __________
12. **Liability.** Tenant shall be responsible for insurance on his/her own property and agrees not to hold Landlord liable for any damages to Tenant’s property on the premises.
13. **Access.** Landlord reserves the right to enter the premises in an emergency and also to inspect the premises as well as show the premises to prospective purchasers, tenants, and workers. Except in
emergency, Landlord shall give tenant at least 24 hours notice and shall enter only between 8:00 a.m. and
6:00 p.m., Monday through Saturday, except holidays.
14. **Pets.** No pets shall be allowed on the premises except _____________________________.
15. **Waterbeds.** No waterbeds or liquid-filled furniture shall be allowed on the premises without Landlord’s
written permission.
16. **Occupancy.** The premises shall be occupied as a residence only, and shall be occupied only by the
following persons. (List all occupants, both adults and minors)

17. **Parking.** Tenant agrees that no parking is allowed on the premises except: _____________________________. No boats,
recreation vehicles or disassembled automobiles may be stored on the premises.
18. **Furnishings.** Any articles provided to tenant and listed on attached schedule are to be returned in good
condition at the termination of this agreement.
19. **Alterations and Improvements.** Tenant shall make no alterations to the property without the written
consent of the landlord and any such alterations or improvements shall become the property of the landlord.
20. **Smoke detectors.** Tenant shall be responsible for keeping smoke detectors operational and for
changing battery when needed.
21. **House rules.** Tenant agrees to abide by any and all house rules, whether promulgated before or after
the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of waste,
animals, parking, and use of common areas. No loud or disruptive parties allowed. No indoor furniture shall
be stored or used outdoors.
22. **Attorney fees.** In the event of legal action, the prevailing party (shall) (shall not) recover reasonable
attorney’s fees in addition to any other recovery.
23. **Severability.** In the event any section of the agreement shall be held to be invalid, all remaining
provisions shall remain in full force and effect.
24. **Recording.** This agreement shall be recorded in any public records.
25. **Waiver.** Any failure by landlord to exercise any rights under this agreement shall not constitute a waiver
of landlord’s rights.
26. **Subordination.** Tenants interest in the premises shall be subordinate to any encumbrances now or
hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions
or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be
required by lenders.

**Attachments.** The following attachments are incorporated and made a part of this agreement. [Tenant initials]
A. ___________________________  B. ___________________________
C. ___________________________  D. ___________________________

**Entire agreement.** This rental agreement, including the above initialed attachments, constitutes the entire
agreement between the parties and may not be modified except in writing signed by all parties.

**Owner or manager.** The owner or manager for service is: ___________________________.
Witness the hands and seals of the parties hereto as of this ________ day of _____________.
Landlord: ___________________________ Tenant(s): ___________________________