

Residential Rental Agreement

This Residential Rental Agreement ("Agreement") is entered into on the _____ day of _____, _____ YEAR, by and between _____ ("Landlord"), located at _____, _____, _____ and _____ (hereinafter referred to as "Tenant").

Recitals

- I. Tenant hereby offers to rent from Landlord the premises located at _____ (hereinafter referred to as the "Premises");
- II. Landlord desires to rent the Premises to Tenant, and Tenant desires to accept such rental, all on the terms and conditions described in this Agreement.

Agreements

1. Confirmation of Deposit: Landlord hereby confirms the receipt from Tenant the sum of (\$ _____), as evidenced by the receipt attached hereto, as a deposit to be utilized as follows:
 - (a) Security/Damage Deposit in the amount of (\$ _____ .00)
 - (b) Last Month's Rent in the amount of (\$ _____ .00)
2. Term: The term will commence as of _____ and will remain in effect until _____ until either party terminates this Agreement by giving the other party thirty (30) days written notice.
3. Rent: Rent will be (\$ _____ .00) per month, payable in advance upon the first day of each calendar month, to Landlord at the following address: _____ or at such other places as may be designated by Landlord from time to time. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of (\$ _____ .00). Tenant further agrees to pay Twenty-Five Dollars (\$25.00) for each dishonored bank check. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, will bear interest 10% per annum, or the maximum rate allow by law, whichever is less.
4. Multiple Occupancy: It is expressly understood that this Agreement is between the Landlord and Tenant, and that no additional persons are authorized to occupy the Premises other than Tenant, who is solely responsible for timely payment of rent and performance of all other provisions of this Agreement.
5. Utilities: Tenant will be responsible for the establishment and payment of all services and utilities, [except for cable, electricity, and gas, which will be paid by Landlord].
6. Use: The Premises will be used exclusively as a residence for no more than one (1) persons. Guests staying more than a total of three (3) days in a calendar year without written consent of the Landlord will constitute a violation of this Agreement.

7. Animals: It is understood and agreed that Tenant has the following pets: _____ .
No additional animals will be brought on the Premises without the prior consent of the Landlord.
8. House Rules: Tenant agrees to abide by all house rules (as attached hereto as Exhibit "A" and incorporated herein), whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on premises without prior written consent of the Landlord.
9. Ordinances and Statutes: Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises.
10. Assignment and Subletting: Tenant will not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord.
11. Maintenance, Repairs, or Alterations: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his/her negligence and that of his/her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the Premises without the prior written consent of the Landlord. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of the Landlord. Landlord will be responsible for the cost of any retrofitting required by governmental agencies.
12. Inventory: All furnishings, appliances, and/or equipment furnished by Landlord in connection with the Premises is listed in the Inventory attached hereto as Exhibit "B" and by this reference incorporated herein, which will be signed by both Tenant and Landlord concurrently with this Agreement. Tenant will keep the furnishings and equipment in good condition and repair and will be responsible for any damage to them other than normal wear and tear.
13. Damages to Premises: If the Premises are damaged by fire or from any other cause which renders the Premises unrentable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party with fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Landlord will have the right to terminate. Should this right be exercised by either Landlord or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposited will be refunded to Tenant. If this Agreement is not terminated, then Landlord will promptly repair the Premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the Premises.

14. Entry and Inspection: Landlord will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the Premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; and (c) when Tenant has abandoned or surrendered the Premises. Except under (a) and (c), entry may be made only during normal business hours, and with prior notice to Tenant.
15. Indemnification/Limitation of Liability: Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property of Tenant, occurring on the premises, or in common areas, unless such damage is the legal result of the gross negligence or willful misconduct of Landlord, his/her agents, or employees. Tenant agrees to hold Landlord harmless from and against any claims for damages, no matter how caused, except for injury or damages caused by gross negligence or willful misconduct of Landlord, his/her agents or employees. It is understood that Landlord's insurance does not cover Tenant's personal property or improvements.
16. Physical Possession: If Landlord is unable to deliver possession of the premises at the commencement date set forth above, Landlord will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within 5 days of the commencement of the term in Item 2.
17. Default: If Tenant fails to pay rent when due, or fails perform any provision of this Agreement, or fails to abide by the Rules attached hereto, after not less than three (3) days written notice of such default given in the manner required by law, the Landlord, at his/her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonable believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Landlord securing the payment of all sums due, to the maximum extent allowed by law. In the event of a default by Tenant, Landlord may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Landlord's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may incur by reason of the breach of the Agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
18. Security/Damage Deposit: The Security/Damage Deposit referenced in Section 1 will secure the performance of Tenant's obligations. Landlord may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant. Tenant will not have the rights to apply the security deposit in payment of the last month's rent.

19. Deposit Refunds: The balance of the Security/Damage Deposit will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Landlord or his/her Authorized Agent, together with a statement showing any charges made against such deposits.
20. No Waiver: The failure of Landlord to enforce any provision of this Agreement will not be deemed a waiver of any of Landlord's rights hereunder. The acceptance of rent by Landlord will not waive his/her rights to enforce any provision of this Agreement.
21. Notices: Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the Premises or to Landlord at the address referenced above or at such places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
22. Attorney's Fees: In any action or proceeding involving a dispute between Landlord and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees.
23. Entire Agreement: The foregoing constitutes the entire agreement between the parties, and may be modified only in writing signed by all parties. The following exhibits, if any, have been made a part of this Agreement before the parties' execution: (i) Exhibit "A" (Rules) and (ii) Exhibit "B" (Inventory).

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date(s) set forth below.

TENANT:

NAME

Date:_____

LANDLORD:

NAME

Date:_____

EXHIBIT A

Rules and Regulations

1. Noise: Tenant shall not play loud music and shall otherwise keep noise at a reasonable level at all times.
2. Cleanliness: Tenant shall keep the Premises clean and in good order at all times. All trash is to be placed in the appropriate outdoor receptacle for pickup on a regular basis. Tenant understands that trash pickup is on Tuesdays.
3. Parking: Tenant understands and agrees that she is only permitted to park in the street.
4. Appliances: Tenant is to utilize all appliances within the Premises (as set forth in the Inventory attached as Exhibit B) in accordance with the supplied instructions. Tenant is to report all defects or any other problems with the appliances to Landlord as soon as possible.
5. Mailbox: Mail is delivered to the mailbox on the street. Tenant and/or Landlord shall take only their own mail and shall leave any mail not belonging to them in the box, unless other arrangements are made.
6. Plumbing, Heating, and Air Conditioning: Tenant shall report any problems with the plumbing, heating, or air conditioning systems to the Landlord as soon as possible. Tenant shall undertake her best efforts conserve electricity and water. Tenant shall shut off all unused lights and/or appliances and shall not run the air conditioning system when she is not at home.
7. Notices: Any written notices for either party may be delivered by placing the notice under Tenant or Landlord's door. Unless there is an emergency, Tenant shall refrain from disturbing Landlord after 8:00 p.m.
8. Pets: Tenant is permitted three cats, and is solely responsible for their upkeep and safety. No additional pets are permitted.
9. Insurance: Tenant is responsible for maintaining insurance coverage for her furniture and other personal items located in the studio. Landlord shall bear no responsibility whatsoever for damage or loss of such items.

Landlord

Tenant

EXHIBIT B

Inventory