

Lease Agreement

All persons will be treated fairly and equally without regard to race, color, religion, sex, marital status and status with respect to public assistance, handicap or national origin in compliance with the Fair Housing Act. The provisions of this lease include all terms on the reverse side hereof and all terms of ancillary instruments attached hereto. This agreement is not valid or binding upon Management until countersigned by Management. Resident acknowledges receiving a copy of the Lease and the Policies and Procedures governing the property. This is a legally binding document and you are encouraged to seek legal counsel if you do not understand any of its terms.

Executed and entered into this _____ **day of** _____, 20____. **Apartment number:** _____

Street address of apartment: _____

Garage Number: _____ **Parking Space Number:** _____

Start date of lease: _____ **End date of lease:** _____

Resident(s) list all persons who will occupy unit (please print) _____ **Management (Agent or Owner)** _____

Monthly Apartment Rent: _____ **Security Deposit Due:** _____

Monthly Garage Rent: _____ **Security Deposit Paid:** _____

Other Monthly Charges: _____ **Other Deposit Due:** _____

TOTAL DUE MONTHLY: _____ **Other Deposit Paid:** _____

Expense:	Cable	Phone	Electric	Heat	Hot Water	Water	Garbage Sewer
Owner Expense (yes/no)							
Resident Expense (yes/no)							
Snow Removal Expense:		Parking Lot		Balcony/Garage	Sidewalk		Yard Care
Owner Expense (yes/no)							
Resident Expense (yes/no)							

SIGNATURES

Resident: _____ **Dated:** _____

Resident: _____ **Dated:** _____

Resident: _____ **Dated:** _____

Management approval: _____ **Dated:** _____

Special terms of lease: _____

Terms of this lease:

1. **FALSE OR MISLEADING RENTAL APPLICATION:** This Lease is entered into by Management based on oral and/or written statements made by Resident in the rental application or otherwise. In the event it is determined that Resident's statements or any part of them are not true or complete in any material way, then this lease shall be considered breached and Management shall have the right, in its discretion, to evict Resident.
 2. **OCCUPANCY:** This property will be Occupied by _____ adults and _____ children, who agree to comply with all federal, state and municipal laws, along with any written rules established by Management. Resident agrees that this property is to be used for residential housing only.
 3. _____ (Resident's Initials) **TERMINATION OF LEASE:** Either party may terminate this agreement at the end of the lease period as defined above. In order for the notice of termination to be proper, it must be (a) written and (b) given on or before the first of the month, which is at least 60 days prior to the end of the lease period. If this lease is renewed after the initial term, the lease shall be renewed on a month-to-month basis and all of the provisions of this lease agreement shall apply except for rent changes, and with the exception that the lease can be terminated upon 30 days written notice by either party to take effect at the end of a month. Failure to give proper notice of termination will result in a re-rental charge of \$150 to the Resident in addition to any consequential damages. At the termination of the lease agreement, Resident shall provide Management with a forwarding address.
 4. **RENT AND APPLICATION OF PAYMENTS:** Rent is owed in the amount indicated above. Management reserves the right to apply monies received in the following order: (1) Security Deposit; (2) Late Fees; (3) NSF Fees; (4) Repair Expenses; (5) Attorney's Fees and (6) Rent. All rent incentives must be reimbursed by Resident if the original lease term is unfulfilled.
- The monthly rent shall be due on or before **THE FIRST DAY OF EACH MONTH** in advance with one rent check. If rent is not received at the end of the third day of the month, Resident shall be in default. Resident shall pay a \$25.00 late fee for any rent received after the 3rd, and an additional \$25.00 late fee after the 15th. Resident shall pay a \$30.00 collection fee, in addition to a \$200.00 civil penalty for any rent check that does not clear the bank, in addition to all appropriate fees.
5. **ALL RESIDENTS RESPONSIBLE FOR ALL DEBTS:** Residents are jointly and severally responsible for paying the rent and any other money due Management under this lease or as a result of any breach of this lease, and each and every Resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
 6. **PEST EXTERMINATION:** Resident will be charged for any pest extermination treatment to their unit regardless of the source of the pests.
 7. **RESTORATION OF SMOKE DAMAGES** due to burning candles or smoking will be Resident's responsibility. Damaged areas include but are not limited to walls, ceilings, carpet and vinyl flooring, and blinds. No smoking, burning candles or charcoal grilling.
 8. **MOVE INS:** Move ins will be allowed after 12 noon on the starting day of the lease, only after the security deposit and first month's rent have been paid in full.
 9. **FAILURE TO GIVE POSSESSION:** If due to causes beyond Management's control, including, but not limited to the holding over of a previous resident, Management is unable to give possession of the apartment to Resident on the date promised, Management shall not be subject to any liability for this failure to give possession. In this event, Resident does not have to start paying rent until he has possession of the apartment.

10. **REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Management promptly for any loss, property damage, or cost or repairs or service (including plumbing trouble) caused by negligence or improper use by Resident or Resident's agents, family, or guests. Resident shall be responsible for damage from windows or doors left open.
11. **ACTS OF THIRD PARTIES:** Management is not responsible for the actions, or for any damages, injury or harm caused by such actions of third parties (such as other residents, guests, intruders or trespassers) who are not in Management's control.
12. **ACCESS TO PREMISES:** Management may enter the dwelling unit at any time in the case of emergency or if Management reasonably believes the Resident has abandoned the premises, or if Management reasonably believes the Resident is in substantial violation of this lease or rental agreement. Management shall also have access to the premises for making necessary or agreed repairs, decorations, alterations or improvements; or for exhibiting the residential dwelling unit to actual or potential purchasers, insurers, mortgagees, real estate agents, future Residents, workmen or contractors.
13. **PETS:** No pets, unless each individual pet is allowed by written consent from Management. Each pet brought into apartment, even temporarily, without written consent and prior notification of Management, shall result in an automatic fine of \$200 in addition to any damages and payable immediately. By failure to comply, Resident shall be in default.
14. **INSURANCE AND DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY:** Management is not responsible for any damage or injury that is done to Resident's or their property or Resident's guests or their property that was not caused by a willful or negligent act of Management or failure of Management to act. Management requires that Resident obtain renter's insurance to protect against any injuries or damage they may suffer. **Resident expressly waives any and all claims against the Owner and Managing Agent on account of any personal injury sustained or any loss or damage caused on said premises.** Management and Owner are not liable for any damage or offset of rent for any temporary interruption to any utility or service provided to Resident. Management accepts no liability for damages caused by plumbing, roof leaks or seepage or subsurface water. Resident is not to be considered a co-insured with management or owner under any policy of insurance maintained by management or owner on the property.
15. **DESTROYED OR UNINHABITABLE PREMISES:** If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements or any other cause. Management may elect to terminate this lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving Resident written notice. If the destruction or damage was not caused by Resident's fault or negligence, upon termination of this lease pursuant to this section, rent shall be prorated and the balance, if any, refunded.
16. **NOTICES:** All Residents agree that notices and demands delivered by Management to the apartment constitute proper notice to all Residents. Any notice to an individual may be delivered and shall be sufficient if delivered to that Resident's particular apartment. The Resident agrees to notify the Management of any change in legal address within five days of obtaining said address, which notice shall be in writing. Resident agrees to provide management with a forwarding address.
17. **NOTICE OF DANGEROUS CONDITIONS:** Resident agrees to promptly notify Management in writing of any conditions on the premises that are dangerous to the health or safety of Residents, or which may do damage to the premises or waste the utilities provided by Management. Resident shall be responsible for all costs of repair and any other damages due to Resident's negligence in causing these conditions. Resident also agrees to immediately notify management in writing of any other repairs that need to be done to the premises.
18. **EVICTON:** Residents who violate any material terms of this lease may be evicted. If Management excuses a specific violation by the Resident of a particular section of this lease and thereby waives Management's right of eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of this lease. Resident shall be responsible to pay all attorney's fees and court costs incurred by Management in enforcing its rights under this lease.
19. **SUBLETTING:** Resident shall not sublet the apartment or any part of it nor assign this lease without prior written consent or the Management. This consent must be obtained by Resident for each assignment or sublease.
20. **SMOKE ALARMS:** Resident agrees to be responsible for the upkeep, maintenance (including replacing batteries where applicable and as needed) and workability of all smoke alarms within the apartment unit. Resident shall immediately notify Management in writing of non-functioning smoke alarms.
21. **VACATING:** Resident agrees to vacate the premises on or before 12:00 noon of the termination date of this lease or any renewal or extension as provided in the lease. If Resident fails to vacate on or before the required date, he shall be liable to Management for all losses incurred by Management, such as loss of rent, court costs and attorney's fees. He shall also be liable to incoming resident for all incurred costs, such as sleeping accommodations, meals, storage of belongings, and any additional moving expenses. Upon vacating, Resident agrees to leave the premises rentable in the condition at the commencement of the tenancy except for ordinary wear and tear. If the premises are left in a condition that makes the premises unrentable or unfit for occupancy due to Resident damage or failure to adequately Clean the premises, the Resident shall be liable for all rent until such time as premises are rentable or fit for occupancy.
22. **CARPETS:** Must be cleaned by an approved professional carpet cleaning service when vacating the premises, and Management must be provided written proof of that fact. If not satisfactory, Management has the right to have the hired company re-clean the carpets or hire a carpet cleaning company of its choice at Resident's expense.
23. **ABANDONMENT:** No surrender of the apartment will be considered accepted by Management without the written consent of Management. Resident is responsible for all loss of rent or any other losses or costs caused by Resident's premature abandonment or surrender of apartment. Any apartment not occupied by the Resident and for which the current rent has not been paid will be considered abandoned. All contents therein may then be removed and the apartment re-rented, and the security deposit retained to cover back rent and costs. In the event of a sale Management shall first apply the proceeds to the expenses of sale and then to the payment of any damages or rent due. Should there be any excess after all costs, including attorney fees, then the balance shall be remitted to the Resident.
24. **LOCKS AND KEYS:** Resident is prohibited from changing or altering locks on the doors of the leased premises. Charge of \$5.00 per key will be made if not returned when vacating premises. A charge of \$50.00 will be made if the garage door opener is not returned when vacating.
25. **BUILDING RULES:** Attached to this lease are building rules and regulations that are made a part hereof. Any violation of the rules and regulations shall be considered a violation of this lease agreement. Management reserves the right to make changes to the building rules upon reasonable written notice to resident.