


Residential Lease

- 🔊 Renting a house or an apartment to someone? This is a monster lease agreement that covers all the bases, including pets, water beds, plants, etc.
- 🔊 It will shorten a bit when you turn off the expert comments.
- 🔊 See also, the “Commercial Lease” agreement as well as the “Subleases”, etc.
- 🔊 The first part of this Memorandum should be completed and distributed to the Tenant along with a copy of the Residential Lease.

Date: **[Date]**

To:  **[Tenant]**

From: **[Owner/Founder]**

Subject: **Residential Lease**

Attached is a “Residential Lease Agreement” in order to fully document the terms and conditions of your Lease.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!



From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network  business experts who are eager to help you when you need it. They can review your work,  suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.


- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Residential Lease

☞ This is a standard introductory paragraph that lists the parties to the Agreement and the date it is being entered into. You need to enter the date of the Agreement, the names of the parties involved, the specific type of organization the Owner is and its address.

Effective Date [Date]

Between [Tenant Full Name], (“Tenant”)

At the “Premises” located  [Premises Address]

and [Owner/Founder], (“Owner”)

a [State] (Corporation / partnership / sole proprietorship)

located at [Address]

[City], [State] [Zip Code]

Summary

☞ The following section is like an introduction. It says that the Owner owns certain property which it wants to Lease, and the Renter wants to Lease that Property.

The Owner owns the Premises.

The Tenant desires to rent the premises from the Owner.

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

1. Term

☞ Section 1 gives the term of the Lease. Enter the starting and ending dates of the Lease.

The term shall commence at 12:01 AM, on the Effective Date, and continue for a fixed term until 11:59 PM on [Date], and thereafter on a month-to-month basis until either party shall terminate this contract pursuant to Section 28.

2. Rent

☞ The monthly rent, along with charges to the Tenant in the event that the rent is paid late.

☞ For the first and second inserts enter the monthly rent, for the third insert enter the number of days after which the rent is considered late, and lastly, enter the specific late charge.

Tenant shall pay the minimum monthly rental of \$[dollars] due in and payable on the first day of each and every month that occupancy is held. The Rent shall be paid to the Owner or his authorized agent at the Owner’s current address or any other place designated by the Owner.

First month's rent is due prior to commencement of occupancy. In the event rent is not paid within [Days] of the due date, Tenant agrees to pay a late charge of \$[x]. The Owner and the Tenant agree that the charge is presumed to be the damages sustained because of the Tenant's late payment of rent, and that it is extremely difficult to fix the actual damages. The late charge period is not a grace period, and the Owner is entitled to make written demand for any rent unpaid on the second day after the due date.


3. Parking

☞ If parking is included, it should be indicated. Unbracket the correct sentence. If parking is included in the Lease, enter the number of spaces provided as well.

Premises [does not include a parking space for any motor vehicles, nor is parking permitted anywhere on or about premises] or [include Number of parking spaces].

4. Extra Storage Space

☞ There is no storage space outside the premises. If there is, then change this section accordingly.

No additional storage space  outside of premises is authorized, permitted, or provided unless herein specified:

5. Security Deposit

☞ Section 5 sets the security deposit to be paid by the Tenant. This deposit may not be applied to the Tenant's last month's rent.

☞ If the Owner uses any portion of the security deposit, the Tenant is required to replenish the deposit with the bracketed number of days. This is usually set at five days.

The Tenant shall pay \$[x] in advance as a security deposit, prior to commencement of occupancy of premises, which shall insure the performance of the Tenant's obligations. The Tenant may not apply the security deposit, nor any portion of it to the last month's rent. The Owner may, but is not obligated to, apply all portions of the deposit on account of the Tenant's rent or other obligations. If charges made upon termination of tenancy exceed the remaining security deposit held by the Owner, the Tenant shall remain liable to the Owner for these excess charges. If any portion of the security deposit is applied by the Owner to any obligations of the Tenant at any time during the tenancy, the Tenant shall be liable, upon [Days] written notice, to reinstate the full amount of the security deposit.

☞ If the Tenant's rent check bounces, in addition to late charges, the Tenant must pay a dishonored check charge equal to the bracketed amount.

6. Payment

If payment of rent is made by a check that is dishonored by the bank for any reason, the Tenant, in addition to late charges (if applicable), agrees to pay \$[x] for each dishonored check, and subsequent rent payments, at the Owner's option, shall be in a guaranteed form of payment.

7. Utilities

☞ The Tenant pays for all utilities unless the Owner indicates below that it will pay. The Tenant also agrees to pay for the disposal of any unusual or bulky items.

☞ List all utilities that are to be paid for by the Owner. If there are none, indicate "none."

The Tenant shall pay for all the utilities and services for the premises except for the following utilities and services that shall be paid for by the Owner: [List all utilities paid for by Owner.]

The Tenant agrees to pay for the cost of excessive use of water. Notwithstanding anything to the contrary, the Tenant shall pay the disposal cost of the Tenant's bulky, hazardous, or unusual refuse (including, but not limited to, discarded furniture, old carpets, cardboard cartons, solvents, paints, and old appliances).

8. Furnishings, Appliances & Floors

☞ List any furniture or appliance being provided by the Owner. Include items such as a stove and refrigerator. The Tenant should inspect the items listed in Section 8 because he is indicating that they are in good repair. The Tenant is required to replace burned out bulbs and cover hard wood floors, if any, with rugs.

The Owner shall provide the following furnishings and appliances:

- [i.e., Stove, refrigerator.]
- Xxx
- xxx

The Tenant acknowledges that any appliances and furnishings on the premises are in good condition and repair. The Tenant agrees to replace burned-out light bulbs, fluorescent tubes, and batteries of any smoke / fire detector(s) on the premises at the Tenant's expense, and to cover all hardwood floors on the premises with room sized rugs at the Tenant's expense.

9. Waterbeds

☞ Waterbeds are prohibited unless the Owner expressly consents. Note, in some states, waterbeds are restricted in certain apartment buildings regardless of what the Owner says.

Waterbeds and/or liquid filled furniture on the premises are prohibited unless the Owner consents in writing.

10. Installations & Other Objects

☞ The Tenant needs the Owners approval regarding the installation of any major appliances, as well as pianos or outside antennas. The Tenant must keep fire escapes clear and may only locate bicycles and motor-driven cycles in the areas designated by you in the insert.

The Tenant shall not install nor operate any washing machines, clothes dryers, automatic dishwashers, deep-freeze units (or other such appliances), pianos, organs, or outside antennae on the premises without the Owner's prior written consent.

No plants, planters, or plant boxes may be placed on the floors, window ledges, or fire escapes.

Bicycles and motor-driven cycles are not permitted on the premises, except in the following, and only the following, areas specifically designated for such: [Designate area].

11. Occupants

☞ This provision requires the Tenant to notify the Owner of any roommate or "guest" who stays with the Tenant for more than two weeks straight or 30 days in any year.

Any persons staying more than 14 consecutive days or more than 30 days in any calendar year shall be considered Subtenants of the Tenant. The Tenant must inform the Owner in writing of the presence of any subtenants within 30 days upon the occupancy of the premises of any such Subtenants. The premises may not be occupied by more than the maximum number of persons permitted by law.

12. Assignment & Subletting

☞ Section 12 deals with assignments and Subleases. If you are unclear as to the difference, we suggest you review the chapter on Conducting Real Estate Transactions in the AgreementBuilder manual.

☞ The Tenant may not assign the Lease, but it may Sublease if it meets the requirements set forth below, and the Owner consents in writing. These conditions are straightforward and brief, so we won't bother summarizing them.

12.1 The Tenant shall not assign any portion of this Agreement. Notwithstanding the provisions of Section 11 above, the Tenant may only Sublet under this Agreement providing the following conditions are met:

12.2 The total number of occupants does not exceed the number permitted by law.

12.3 The Owner is informed in writing prior to the Subletting and written consent to the Subletting is requested by the Tenant.

12.4 Every prospective Sublettee completes and signs the Owner's Rental Application Form, and delivers the completed and signed form to the Owner.

12.5 The Owner gives written consent to the Subletting.

13. Physical Possession

☞ Section 13 states that if for some reason the premises are not ready for the Tenant to move into on the date agreed upon, the Tenant won't have to pay rent until it is ready. However, and this is rather harsh from the Tenant's point of view, he cannot get out of the Lease.

If the Owner is unable to deliver possession of the premises at the time agreed upon, the Owner shall not be liable for any damage caused by that, nor shall this Agreement be void or voidable, but the Tenant shall not be liable for any rent until possession is delivered.

14. Individual Liability

☞ If there is more than one Tenant on the Lease (roommates, spouses, and so on), each is responsible for 100% of the rent.

Each Tenant shall be jointly and severally responsible for the full amount of the rent or other obligations under this Agreement.

15. Maintenance Repairs

☞ The Tenant is required to keep the premises and appliances, if any, in the condition received, though normal wear and tear is acceptable.

The Tenant shall at the Tenant's expense and at all times maintain the premises and furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of this Agreement in as good condition as received (excepting normal wear and tear). The Tenant understands that the Tenant shall be responsible for repair of all damage including, but not limited to, walls, ceilings, doors, windows and coverings, glazing, floors and coverings, appliances, and plumbing (including stoppage) in and/or about the premises caused by the Tenant or the Tenant's guests.

16. Alterations

☞ Basically, the Tenant needs the Owner's permission before he does anything that might permanently affect the premises.

The Tenant shall not redecorate, paint, refinish floors, or otherwise alter the premises in any way without the prior written consent the Owner. The Tenant shall not apply adhesive paper to any cabinets, walls, or doors on the premises, nor hang any plants, planters or lighting fixtures from the ceilings or walls of the premises. Nor shall the Tenant tack, nail, or glue any coverings to the floors.

17. Locks

- ☞ The Tenant needs the Owner's permission to change or add locks. If one or both are permitted, the Tenant must give the Owner a key within the period of time (see brackets) following installation.

The Tenant shall not change any lock or place additional locking devices upon any door or window of the premises without the prior written permission of the Owner. In the event of any installation by the Tenant of a lock or locking device, the Tenant shall provide the Owner with a key to any lock or locking device installed by the Tenant upon the premises within [Hours] of any such installation.

18. Keys

- ☞ The Tenant cannot give keys to the premises to anyone without the Owner's permission. If the keys are lost or stolen, the Owner may require the Tenant to pay for the lock (and key) replacement.
- ☞ Insert the charge for each lost key.

Keys to the premises are the exclusive property of the Owner. The Tenant shall not consign any keys to the premises to any other person without the Owner's written consent. The Owner's consent will not be unreasonably withheld. There shall be a minimum charge of \$[x] for replacement of each lost key. In the event that any keys to the premises are lost or stolen, the Tenant shall be liable for the entire cost of all key and lock replacement, at the Owner's discretion, as required for the security of the premises and building.

19. Roof

- ☞ Basically, the Tenant cannot use the roof for any purpose whatsoever (except emergencies).

Use of the roof by the Tenant and guests is not permitted. Nor shall the Tenant or guests place any personal property [including planters, decking, chairs, tables] on the roof or any portion without the Owner's prior written consent.

20. Pets

- ☞ Except as inserted in the brackets, the Tenant may not keep any animals. If none are permitted, enter "none." For the second insert, if pets are permitted, indicate where they are permitted to go.

No pets, dogs, cats, birds, or other animals are allowed on or about the premises, excepting guide, service or signal dogs pursuant to state law. The Tenant shall not keep or otherwise harbor any animals. Despite the previous, the Tenant may keep the following, and only the following, specific, individual pets on the premises. [Specify.] Pet(s) listed above shall be confined to the following areas: [Specify the area.]

21. Indemnification

- ☞ The Owner is only responsible for damages or injuries to the Tenant or his property if those damages result from the Owner's negligence.


The Owner shall not be liable for any damages or injury to the Tenant, or any other person, or to any property, occurring on the premises or any part, or in common areas, unless such damage is the proximate result of the negligence or unlawful act of the Owner, his agents, or his employees. The Tenant agrees to hold the Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which the Owner is legally responsible.

22. Entry & Inspection

☞ Except in an emergency, the Owner must give the Tenant 24 hours notice before entering the premises.

The Owner shall have the right to enter the premises pursuant to state law:

- In case of emergency, without prior notice.
- To make necessary repairs, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, insurance agents, or contractors.
- When Tenant has abandoned or surrendered the premises.

Except under (1) and (3), entry may be made only during normal business hours and with a minimum of 24 hour notice 

23. Use

☞ The Tenant can only use the premises for residential purposes.

The premises are to be used exclusively for residential purposes only. No retail or other commercial use of premises is permitted.

24. Conduct

The Tenant shall not violate any City, State, or Federal Law in or about the premises, and the Tenant agrees to comply. There shall be no disturbing the peace or acts creating a nuisance or loud or unusual noises or intoxication in or about the premises at any time; no musical instruments shall be played between 10:00 p.m. and 10:00 a.m. on any day. Smoking or loud talking is not permitted at any time in the hallways. The Tenant agrees to keep the use of radio, television, and other electrically amplified audio equipment controlled so as not to disturb any other Tenant. The Tenant agrees to keep the premises safe and free of all perilous conditions. Furthermore, the Tenant agrees not to commit or permit in or about the premises any waste or to interfere with the quiet and peaceful enjoyment of other occupants of the premises. Any breach of these or any other conditions and covenants in this shall, at the Owner's option, terminate tenancy as provided in Section 28 of this Agreement.

25. Damages to Premises

☞ If the premises sustain damage (and the damage is not the Tenant's fault) so that it is no longer habitable, then either party may terminate the Lease so long as written notice is given within the bracketed number of days after the damage occurs.

If the premises are so damaged by fire, flood, or from any other cause so as to render them unlivable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within [Days] after occurrence of such damage; except that should such damage or destruction occur as the result of the conduct or negligence of the Tenant, or the Tenant's guests then only the Owner shall have the right to termination. Should this right be exercised by either party, then the rent for the current month shall be prorated between the parties as of the date of occurrence of the damage

and any prepaid rent shall be refunded to the Tenant.

26. Moving

☞ As defined below, (and you can change this) the Tenant must use a licensed mover to move its large and heavy items either into or out of the premises. Furthermore, the Tenant must give the Owner the bracketed number of hours notice prior to such a move.

The Tenant shall hire a licensed moving company, at the Tenant's expense, to move the Tenant's large and/or heavy furnishings or appliances into or out of the building unless specified to the contrary. The Tenant shall notify the Owner [Hours] in advance of any moving of the Tenant's large and / or heavy furnishings or appliances into or out of the premises.

(Note: If the arithmetic sum of the overall length, width, and height of any single furnishing or appliance weighing in excess of 15 pounds, is a number greater than 72 inches, it shall be defined herein as "large." If the weight of any single furnishing or appliance is in excess of 50 pounds, it shall be defined herein as "heavy.")

27. Holdover

☞ A holdover exists when the Lease expires, but the Tenant stays in the premises. In this case, the terms of the Lease remain in effect on the basis of a month-to-month tenancy.

If this contract is for a fixed term, any holding over by the Tenant at the expiration of the fixed term shall create a month-to-month tenancy subject to all the terms and conditions of this contract.

28. Termination of Tenancy

☞ Upon expiration of the initial term of this Agreement, either party may terminate this Agreement upon the bracketed amount of written notice to the other. This period is usually set at 30 days. Upon termination, the Tenant must vacate the premises, surrender his keys, and leave a forwarding address.

Upon expiration of the Term set forth in Section 1, either the Owner or the Tenant may terminate this contract by giving at least [Day] written notice to the other party provided, however, that if the premises are subject to the Rent Control Ordinance at the time of termination, then the Owner's right to terminate shall only be pursuant to the Rent Control Ordinance.

On termination, the Tenant shall:

- (1) completely vacate the premises and any parking or storage areas used by the Tenant;
- (2) deliver all keys, furnishings, if any, and premises to the Owner in the same condition as received, excepting normal wear and tear; and
- (3) give written notice of the Tenant's forwarding address.

29. Waiver, Amendment, Modification

☞ All changes to this Agreement, including any waivers, to be in writing and signed by the party against whom compliance is sought. Also, if one party waives a promise or condition such as a deadline on one occasion, that doesn't mean that the promise or condition is automatically waived again.

No waiver, amendment or modification of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance on the part of the other party under this Agreement or of any breach or series of breaches by the other party of any

of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described. The acceptance of rent by the Owner shall not waive his right to enforce any term of this Agreement. Time is of the essence.

30. Cumulative Rights

☞ No single right or remedy excludes other rights or remedies.

Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

31. Governing Law

☞ You should indicate what state's laws govern this Agreement. Without exception, it will be the state in which the premises are located.

This Agreement shall be governed by the laws of the State of [State] applicable to Agreements made and fully performed [] [State] by [State] residents.

32. Entire Agreement

☞ The following section states that this Agreement is intended to be the only Agreement between these parties regarding this particular matter, and that no other documents or communications, whether oral or written, are binding. Therefore, It is very important to make sure that everything the parties have agreed to and want to include is accounted for in the body of this Agreement.

The parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior Agreements or contracts, whether written or oral, entered into between the Owner and the Tenant with respect to the matters expressly set forth in this Agreement.

33. Counterparts

☞ Generally, more than one copy of an Agreement is executed. This means that they are all the same.

This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which shall constitute one and the same instrument.

34. Attorney Fees

☞ In the event of a lawsuit or proceeding involving this Agreement, the losing party agrees to pay the winning party his or her costs and expenses, including reasonable attorneys' fees.

In the event that either party is required to retain the services of any attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding.

35. Compliance With Law

🔊 Section 35 is self-explanatory.

Both parties agree to comply with all applicable federal, state, and local laws and regulations in performing their duties.

36. Severability

🔊 If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should be enforced. Basically, ignore any sections that are invalid.

In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.



37. Notices

🔊 All notices between the parties must be in writing and delivered or mailed certified, with a return receipt requested.

All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered or mailed certified with return receipt requested to the respective parties at the addresses set forth above or at some other address as such party shall specify to the other party in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received on the day it is delivered to that party by U.S. Mail with Acknowledgment of Receipt or by any commercial courier providing equivalent acknowledgment of receipt. The service of any notice on one Tenant shall be a service of all occupants.

🔊 The following paragraph is merely a formality.

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date first written above. The Tenant(s) hereby acknowledge(s) receiving a copy of this Agreement.

Tenant(s):

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

Owner or Agent



[Owner/Founder]

Date

By

Title