

**This is Not a Legal Document**

**APARTMENT LEASE**

**IN THIS LEASE** the words “we”, “us”, and “our” mean the Landlord, Present Name and Address of the Present Owner of the Property. The words “you” and “yours” mean the Tenant, Future Tenants to Occupy the Premises. The word “Property” includes the entire parcel of land at this location owned by the Landlord. It includes lawns, driveways and walkways. The word “building” means the entire structure owned by the Landlord including the basement, common hallways and the attic. The word “apartment” means the specific rental unit and any other areas included in this agreement that are rented by the Tenant.

We agree to lease to you and you agree to lease from us an apartment located at Address of Property. This apartment is the 1<sup>st</sup> floor or a 3-family building.

You and we agree to the following terms:

1. **TERM:** The term of this lease starts on January 1, 2009 and ends on December 31, 2010.
2. **RENT:** You will pay us a total rent of \$12,000.00. You will pay the total rent in monthly payments of \$1000.00 on the first day of every month. The first payment is due on January 1, 2009.

You will pay a late charge of 5% (\$50.00) for each payment that is more than seven days late. This payment is reassessed on the 1<sup>st</sup> day of each month for each month of delinquent rent and is due on the first day of every month thereafter. You will pay the rent and any late charges to us at our address at the beginning of this lease.

You will pay the rent and any late charges even though we do not send you a bill for the rent or a notice that it is due or delinquent.

3. **USE:** You will only use the apartment for a dwelling for yourself and individuals listed here on this lease: TENANTS OF RECORD: John & Ester Doe & child, Bambi, 3 persons total. You will not let more than 3 people live in the apartment at any time. You will not sublease the apartment or let any other people live in the apartment. When one or more persons, regardless of relationship to the signee, are living in the apartment, all parties are equally responsible for upholding the terms set forth in this lease. Should one or more persons move from the unit, then the person(s) remaining in the unit will be fully responsible for payment of rent and any liabilities including: delinquent rent and late payment charges and property damage resulting from the tenancy to the apartment, building and/or property.
4. **GARAGE:** Rent includes the use of ½ of a 2 car detached garage. This garage is shared by other tenants and is considered unsecure.
5. **LAWS:** You will comply with all public laws and regulations regarding the property and building. You will not permit any others involved in your use of the property and building to violate any laws or regulations regarding the property and building. You will pay us the amount of any fines or penalties that we have to pay because you or any others associated with your use of the property have violated any laws or regulation regarding the property and building.

6. **CARE OF APARTMENT:** You will keep the apartment and all fixtures and appliances in it in a clean and safe condition. You will remove all garbage, rubbish and other waste in a timely and safe manner. Personal items cannot be stored on the exterior of the building or property. They will be stored in the portion of the building that you have agreed to rent under this lease. You will use all electrical, plumbing, heating, and other facilities and appliances in a safe and reasonable manner. You will not destroy or damage any part of the property, building or any furnishings or appliances in the building. You will not remove any of our furnishings or appliances from the property. We will maintain the property and remove snow from the walks and driveway.

Alternate: The Tenant is responsible for removal of snow and ice from porches, stairwells, stairways, the driveway and walkways. Removal of snow and ice will be sufficient and icy surfaces will be treated to eliminate any possibility of persons slipping and falling causing any type of personal injury.

7. **SMOKING:** You will not smoke tobacco products or illegal drugs of any type inside the building or apartment.
8. **UTILITIES:** You will pay for the cost of public utilities, purchased energy and any external services that are supplied to the building that are checked: ( ) Cold Water, (X ) Hot Water, (X) Electricity, (X) Gas, (X) Heat, ( ) Air Conditioning, (X) Telephone, ( ) Rubbish/Garbage removal, ( ) Cable Television and/or Internet Service. The rent will not be reduced if you do not receive any of these utilities or services, except air conditioning, for reasons beyond our control. You must have all public utilities “on” in the building during the term of this lease. If you are responsible for purchasing propane gas or heating oil, you must maintain heat in the building from October 1<sup>st</sup> through May 1<sup>st</sup> of the following calendar year.
9. **ENTERING THE HOUSE:** We may enter the rented premises for periodic inspections to determine the proper use & maintenance of the interior of the building on a bi-monthly basis when notice of 3 days is given. We may also enter the building at reasonable times to make necessary repairs or changes that we are required to make and/or supply the utilities or services that we have agreed to supply or to conform to local Laws or Codes. We may also enter the building at reasonable times with 1 day notice to show the building to possible purchasers, mortgage lenders, future tenants, workmen or contractors. Your presence at these times is not required and will not limit our access to the building. You will not unreasonably deny us the right to enter the building at any time. We may also enter the building at any time without your consent in the event of an emergency for possible damage to the building or persons inside this or other occupied portions of the building from smoke, poisonous gases, fire, flood or extreme weather conditions.
10. **DAMAGE TO THE HOUSE:** You will not have to pay rent for any time that your use and enjoyment of the building is substantially affected because the building is damaged by fire, smoke, flood, severe weather or other casualty. You will pay rent until the end of the lease agreement if you caused the damage or destruction whether or not you continue to occupy any portion of the building. We will also seek compensation from you if you caused damage to the building that prevents other tenants from occupying their portion of the building. If you intentionally caused

damage that prevents your or other tenants occupancy of any portions of the building we will seek monetary compensation and may pursue criminal charges. If any part of the building is damaged that prevents occupancy of yours or any other rented portion of the building, we have the right to cancel this lease with one rental period (30 days) notice. Your security deposit will be returned at that time. If we have to cancel the lease, we will give you notice as soon as possible after the occurrence of the event that prevents your occupancy of the building. The lease will end on the date 30 days after the occurrence of the event that prevents your occupancy of the building. Rent will be prorated on a daily basis to the date of the end of the lease. If we do not cancel this lease and you are able to occupy your portion of the building, we will repair the damage within a reasonable amount of time and restore your rented portion of the building to its original condition.

11. **REPAIRS:** We will make all necessary repairs to the property, building & apartment. Notice of necessary repairs inside the apartment must be given to us.
12. **CONSIDERATION OF OTHER TENANTS AND NEIGHBORS:** All tenants listed on this lease shall not engage in activities that create excessive noise that is objectionable to other tenants in the building and neighbors on adjoining property. This includes audible sounds as well as noise from contact with walls and floors. Failure to comply with this requirement will provide cause to terminate this lease.
13. **CONDEMNATION:** If any part of the property or building is condemned, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within fifteen days after the date of condemnation. The lease will end on the date that we give our notice to you. You will not be entitled to any payment from the government because of such condemnation. In the event of condemnation, we will return your security deposit to you.
14. **CHANGES TO PROPERTY AND BUILDING:** You will not make any changes to the property, building or apartment or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures or furnishings without our permission. If you receive our permission to make any changes, any items that you install in the house will immediately become our property, but you may use them until the lease ends.
15. **REMOVAL OF PROPERTY:** When this lease ends, you will leave the apartment and remove all of your property and the property of other tenants. You will leave the apartment in good and clean condition, and you will repair any damage to our satisfaction that was caused by yourself or others.
16. **NOTICE OF DEFAULT:** In the event you are in default under this lease, we will send you a notice telling you to vacate and leave the building and apartment.
17. **DEFAULT:** You will be in default under this lease if:
  - (a) You do not make a payment of rent within ten days after it is due or,
  - (b) You fail to make late payments for past due rent or,
  - (c) You violate or do not do any of the things you have agreed to do under this lease or,
  - (d) You cause purposeful damage to the building or apartment which we deem excessive and do not restore our property to its original condition or,
  - (e) You fail to maintain public utilities on at all times and fail to maintain heat in the apartment causing freeze damage to any water piping or
  - (f) You vacate the building and apartment or do not live in the apartment for 2

rental periods.

If you are in default under this lease, we will send you a notice and cancel this lease. The lease will end on the date that we give in our notice to you. If you do not complete the things you promise to do under this lease, you will pay us the amount that we pay to complete these items. You also will pay us the total annual rent stated in Section 2 of this lease less the amount of rent that you shall already have paid. You will also forfeit your security deposit. You are responsible for any legal fees incurred by us related to: collection of unpaid monies to us, cost to remove your personal property or any fees incurred by us during an eviction process.

18. **SECURITY DEPOSIT:** You have deposited with us a security deposit equivalent to one (1) months rent (\$1000.00). If you are in default under the lease, we may use the security deposit to pay your rent to us or any other money you owe us under this lease. If you fulfill all of your agreements under this lease, we will return the security deposit to you within 15 days after the lease ends. The security deposit will remain with the apartment and no portion of it will be returned to vacating party(ies) until the lease is fulfilled or until all parties are no longer residing in the apartment. (Subject to lease provisions and according to State Laws governing security deposits.)
19. **SALE OF THE PROPERTY:** If we sell the property, we shall not have any further liability or obligations to you under this lease for any event that happens to you after you receive written notice that we have sold the property. This lease becomes null and void on the day of the sale of the property. In addition, if we sell the property, the security deposit that you give to us will be refunded to you on the date of the real estate closing.
20. **HOLD OVER:** If you continue to occupy the apartment, with our consent, after the lease ends, this lease continues on a monthly basis. The amount of monthly rent may be increased at our discretion. We will provide written consent (agreement) for your continued occupancy of the building and apartment including any increases in monthly rent. If either the Landlord or Tenant wishes to terminate a "hold over" agreement, either you or we will send a notice to the other and cancel the lease at any time. Rent continues until the end of the monthly rental period. All other terms of this lease will still apply in any "hold over" agreement.
21. **MICSELLANEOUS:** If there is more than one of you who signs this lease, then each of you agrees to pay the entire amount that you owe us. We can delay enforcing any of our rights under this lease without losing them. If we release any of you from this lease, the rest of you shall still pay the amount you owe us as stated in this document.
22. **MANAGER:** The names of the persons authorized to manage the property are: Mr. \_\_\_\_\_. We may name different persons and give you written notice of any such changes.
23. **SEPARATE PROVISIONS:** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.
24. **BINDING AFFECT:** This lease shall be binding upon you and us and our and your respective successors, heirs, executors and administrators.
25. **PETS:** No pets may be kept in or at the premises.
26. **SECURITY AND THEFT:** We are not responsible for the damage, theft or loss of any personal possessions of any of the tenants that are stored in the building, apartment or garage.

27. **ADDITIONAL:** Smoke detectors will be checked annually on the anniversary of this agreement. It is your responsibility to keep the detectors and any other alarms in good working order.
28. **VEHICLES:** You are allowed a maximum of 2 motor vehicles to be kept on the property. You will not keep any unregistered, non-drivable or inoperable vehicles of any type on the property. You may not store boats, trailers, or any other recreational type motor vehicles or vehicle parts on the property.

**ACCEPTED BY ALL PARTIES AS SIGNED BELOW:**

Us (Landlord):

\_\_\_\_\_ Date: \_\_\_\_\_  
Name of Landlord

You (Tenant):

\_\_\_\_\_ Date: \_\_\_\_\_  
Name of Tenant 1

\_\_\_\_\_ Date: \_\_\_\_\_  
Name of Tenant 2