

Lease Agreement

This lease made this date: _____ by and between Bradley Degelau and Brittany Winder (hereinafter referred to as "Landlord") and the following Tenant(s)

jointly and severally, and shall be binding upon their respective successors, heirs, executors, administrators, and assigns, and be exercised by their attorney or agent.

1. PROPERTY: Landlord owns certain real property and improvements located at

_____ (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord on the terms and conditions as contained herein.

2. TERM: The lease shall be from _____ through _____ at 11:59 PM. At the expiration of this lease, all other terms of this agreement remain in effect until termination of tenancy. The Tenant will be given the option to renew their lease, with the possibility of modified terms, 30 days before the end of their lease. If no renewal is signed, the Landlords may begin showing the Property with the intentions of finding a new tenant.

3. RENT: The Tenant agrees to pay unto the Landlord, for rent of said Property, \$ _____ on a monthly basis on the 1st day of each calendar month for the Term of the lease and shall be considered advance payment for that month.

- a. Prorated Rent:** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.
- b. Delinquent Rent:** Rent shall be considered delinquent after 5 days from the due date, a late charge of \$25 will be assessed. For every additional 5 days rent goes unpaid another \$25 late fee will be added. Rent that is not paid in full after 30 days may create a Default
- c. Returned Checks:** Any payment by the Tenant that is returned of insufficient funds will be charged a \$25 fee, plus late fees as described above.
- d. Rent Increases:** There will be no rent increases through the Term of the lease. If this lease is renewed automatically on a month-to-month basis, the Landlord may increase rent providing 30 day written notice to the Tenant.

4. SECURITY DEPOSIT: The Property shall be covered with a full security deposit at all times. The Tenant must always give 30 day's notice of vacating to receive their deposit back. The amount of the security deposit is \$ _____. The deposit is intended to pay the cost for damages, cleaning, and excessive wear and tear of the property. If Tenant defaults on this lease, the deposit will be forfeit. The deposit shall not be used as payment for any month's rent.

- a. Refund:** Deposit returns are subject to the Tenant satisfying the move-in and move-out

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requirements, and if the Property is left in a clean and ready condition. Tenant must leave a forwarding address in order to send the itemized list and balance of the deposit. Deposit shall be mailed to Tenant no later than 30 days from date of vacancy of the Property.

b. Deductions: The deposit may be used for but not limited to:

1. Unpaid rent
2. Late fees
3. Cost of cleaning and repairing the Property
4. Replacing un-returned keys or garage door openers
5. Packing, removing, and storing of abandoned property
6. Removing of abandoned or illegally parked vehicles
7. Attorney fees and costs of court incurred in any proceeding against the Tenant

c. Excess damages: In the event that the deposit amount is insufficient to cover all Deductions, the Landlord reserves the right to seek additional lawful remedies for the recovery of damages.

5. UTILITIES: The tenant is responsible for the following utilities:

The tenant has 5 days to put the utilities in their name. The landlord is responsible for the following utilities:

6. OCCUPANCY: The Tenant agrees that the Property shall be used and occupied solely by the Tenant. The Tenant shall not allow any other person, other than the Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Property without first obtaining Landlord's written consent to such use. The Tenant agrees not to exceed the maximum occupancy of two people per bedroom.

7. ASSIGNMENT AND SUB-LETTINGS: Tenant shall not assign or sub-let the use of the Property without prior written consent of the Landlord.

8. CONDITION OF PREMISES: Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

9. LIABILITY: The Landlord shall not be liable to any occupant of said Property for damages and/or any inconvenience, injury, or death as a result of an ACT OF GOD; flood, explosion, tornadoes, extreme weather, earthquakes, hail, or as a result of problems with appliances, heating/cooling units, water heater, etc. The Tenant is advised that the rental property is insured, but the insurance does not cover Tenant's property. It is strongly recommended that Tenant obtain renter's insurance. Should any appliance becomes in need of repair/replacement, Landlord is not responsible for payment to the Tenant for laundry fees, food, dish washing, or any other inconveniences. Landlord will make timely repairs.

10. ALTERATIONS AND IMPROVEMENTS: Tenant shall make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on

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the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Lease Agreement.

- 11. ENTRY:** Tenant agrees to allow Landlord and its agents to enter said Property for, maintenance, repairs, showing, etc, with or without notice. A 24 hour notice shall be given if permitted.
- 12. VACATING PREMISES:** At the termination of this lease or by any other means stated in this lease, the Tenant shall yield up immediate possession of the Property to the Landlord, and Rent shall be paid in full. Any failure to do so shall result in Landlord being paid for time and legal proceedings involved and monies to cover said failure. Tenant must check out in person, return keys, and notify Landlord of forwarding address.
- 13. PETS:** Pets shall not be allowed in the Property without written consent from the Landlord.
- 14. RULES AND REGULATIONS:** Tenant shall:
 - a. Purchase window coverings within two weeks or Landlord reserves the right to purchase window coverings from Tenant's deposit.
 - b. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only
 - c. Allow "quiet enjoyment" by fellow tenants and neighbors.
 - d. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
 - e. Keep all air conditioning filters clean and free from dirt.
 - f. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
 - g. Deposit all trash, garbage, rubbish or refuse in the proper locations and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. Tenant must provide their own refuse bins with lids.
 - h. Notify Landlord of any maintenance needs. Normal maintenance will be covered by the Landlord, however Tenant will be billed for repairs or maintenance due to tenant negligence, damage, or misuse.
 - i. Not change dead bolt locks or other security hardware without consent of the Landlord. Landlord must have a current operating key at all times.
 - j. Maintain the unit in a clean and sanitary condition at all times.
 - k. Not work on vehicles outside of the Property either in the driveway or the street. All oil and other automotive fluids must be properly disposed of according to city and state laws.
 - l. Not conduct any illegal activities on or about the Property. Any illegal activities will result in forfeiture of deposit and immediate eviction.

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15. HOLD OVER: In the event that the Tenant holds over after the termination date, a month-to-month tenancy shall be created. All terms of this Lease are still in effect until Tenant vacates. A 30 day notice must be given to terminate the month-to-month tenancy.

16. INDEMNIFICATION: Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guest, invitees, agents or employees or to any person entering the premises or the building of which the premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the premises are a part, and the Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

17. DEFAULT: If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease Agreement.

18. TERMINATION: The lease requires a written 30 day notice to terminate tenancy. If a Tenant moves out before the leasing period has expired the Tenant is guilty of breaching the rental agreement. The Tenant is still responsible for the rent until the end of the leasing period.

19. BINDING EFFECT: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Landlord:

Print: _____
Sign: _____ Date: _____

Tenant(s):

Print: _____
Sign: _____ Date: _____

Print: _____
Sign: _____ Date: _____

Print: _____
Sign: _____ Date: _____

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