

RENTAL AGREEMENT

This rental agreement identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

1. Parties: Tenant(s): _____

Current Address _____

Landlord: _____

Premises: _____

2. Term: The term of this Rental Agreement shall be **One year**. The first day of the Rental Agreement term is _____.

3. Rentals: Rent is payable at **\$750.00 per month**. Rent is due on or before the first day of each month during the term of this Rental Agreement. Rent shall be paid to Landlord at the address listed above.

4. Tenant Responsibilities: Tenant shall be responsible for

(List if Tenant will be responsible for shoveling driveway or walkways, lawn care, changing furnace filters monthly, ensuring rock salt is added, etc.)

5. Utilities: Tenant shall be responsible for and shall pay promptly all utility charges, in addition to rent, except the following:

____None

[List "None" if Tenant is responsible for all utility charges.]

6. Parking: Only ____ vehicle(s) per unit is permitted, unless otherwise agreed by Landlord in writing. Recreational vehicles, trucks, boats, trailers, etc. are prohibited. Repair work on vehicles is not allowed. Parking is allowed in permitted parking spaces only.

7. Renewal of Lease Term: This Rental Agreement shall be automatically renewed, without notice from either party, on identical terms, except that the rental amount will be increased by _____ percent (___%), for a like successive term unless either party shall, at least 45 days before the expiration of the Lease, notify the other in writing of the termination of the Rental Agreement. However, Landlord will, at least 15 days but not more than 30 days prior to the time specified for giving the notice as herein set forth, notify Tenant in writing of the above provision for automatic renewal or extension.

8. Assignment and Subletting: Tenant shall not assign this Rental Agreement nor sublet the premises or any part thereof. Landlord may assign this Rental Agreement.

9. Security Deposit: Tenant shall pay landlord, upon execution of this Agreement a security deposit in the amount of **\$750.00** to be held by Landlord. The reasonable cost of repairing any damages caused by Tenant and/or cleaning the apartment, beyond reasonable wear and tear, will be deducted from the security deposit. The premises is clean and free of all defects except those Tenant notifies Landlord in writing of within seven (7) days after the beginning of the tenancy. Tenant may, within seven (7) days after the beginning of the tenancy, request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit.

10. Vacating of Premises: Tenant agrees to vacate the premises immediately at the end of the Rental Agreement term.

11. Abandonment by Tenant: If Tenant shall abandon the premises before the expiration of the Rental Agreement term, Landlord shall make reasonable efforts to re-lease the premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this Rental Agreement, and Tenant shall remain liable for any deficiency.

12. Tenant's Obligations: During the Rental Agreement term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:

- (a) To use the premises for residential purposes only by Tenant and Tenant's immediate family;
- (b) Not to smoke within the Premises;
- (c) To keep the common areas, including the yard, walkways, parking lot and laundry room, free from all litter;
- (d) Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part;
- (e) Not to use or keep in or about the premises anything which would adversely affect coverage of the premises, or the building of which they are a part, under a standard fire and extended insurance policy;
- (f) Not to make noise or engage in activities which unreasonably disturb neighbors or other tenants in the building which the premises are located;
- (g) Not to keep in or about the premises any pet.
- (h) To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the Rental Agreement term, normal wear and tear excepted;
- (i) To maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat Tenant shall be liable for this damage;
- (j) Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
 - (1) Paint upon, attach, exhibit or display in or about the premises any sign or placard;
 - (2) Alter or redecorate the premises;
 - (3) Drive nails, tacks, screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises;
 - (4) Attach or affix anything to the exterior of the premises or the building in which it is located;
- (k) Not to permit any guest or invitee to reside in the premises for any period exceeding two (2) days without prior written consent of Landlord;
- (l) Not change any locks without the prior written consent of Landlord;
- (m) To be liable for all acts of negligence or breaches of this Rental Agreement by Tenant and Tenant's guests and invitees; and
- (n) Not to place or keep a waterbed on the premises.

13. Breach of Rental Agreement: Should Tenant fail to perform any of the terms of this Agreement, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the premises without limiting the liability of Tenant for the rent due or to become due under this Rental Agreement. If Tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, Tenant commits a similar breach, this Rental Agreement may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice.

14. Rules: Landlord may make such reasonable rules of tenancy, as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation shall be deemed a breach of this Agreement. Landlord may make changes in the rules and shall give written notice of changes to Tenant.

15. Liability of Multiple Tenants: All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Rental Agreement.

16. Insurance: **Landlord does not insure personal belongings of Tenant.** Tenant agrees to take out a tenant form insurance policy Tenant hereby waives its subrogation rights and agrees to provide Landlord with Certificate of Insurance. Failure of Tenant to provide insurance or to allow said insurance coverage to lapse would be a breach of this Agreement.

17. Sale of Property: In the event Landlord accepts an Offer to Purchase the building of which Premises is a part, Landlord may, upon forty-five (45) days' advance written notice to Tenant, terminate this Rental Agreement.

18. Entire Agreement: This Rental Agreement, the Nonstandard Rental Provisions and the Rules of Tenancy shall constitute the entire agreement between the parties. There are no covenants, promises, agreements, conditions or understandings, either oral or written between the parties other than set forth in said documents. No modification, alteration, amendment, change or addition to this Rental Agreement shall be binding unless contained in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on the _____ day of _____, 2____.

LANDLORD:

TENANT(s):
