

SAMPLE Residential Lease Agreement
NOT SPECIFIC TO A PROPERTY OR TENANT

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between _____, _____, _____ (Tenant) and David Friedel (Landlord). Tenant is liable for the payment of rent and performance of all other terms of this Agreement. Each of the Tenants listed also has a parent as cosigner. (Optional)

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____, Bloomington, In. 4740? ("the premises"), together with the following furnishings and appliances: Washer, dryer, stove, refrigerator, dishwasher, garbage disposal, central air, and mini-blinds on the windows.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Occupancy by 1 guest or more, for more than 4 consecutive days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on August_, 201_ and end on August_, 201_. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term, and will forfeit all of the security deposit.

Clause 5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$XXXX.00, payable in advance on the first day of each month, except when that day falls on a Sunday or legal holiday, in which case rent is due on the next business day. Rent will be paid to David Friedel at _____ or at such other place as Landlord designates. Landlord reserves the right to accept only one payment each month if more than one person has signed this lease. All persons signing this agreement, as Tenants, are responsible for the total rental payments, not just their own proportionate share.

Delivery of payment.

Rent may be paid:

by mail, to David Friedel at _____.

Form of payment.

Landlord will accept payment in these forms:

personal check made payable to David Friedel

cashier's check made payable to David Friedel

money order made payable to David Friedel

Clause 6. Late Charges

If Landlord does not receive mailed payment in full with a postmark no later than the second day of the month, Tenant will pay Landlord a late charge of \$25.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due. If the Landlord accepts multiple payments for the rent, each payment that is late will be charged a late charge of \$25.00.

Initials _____

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Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$50.00.

Clause 8. Security Deposit

Tenant has paid landlord \$XXXX.00 for a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 45 days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Deductions will be made from the deposit for light bulbs that need replaced (\$1.00 each), batteries for smoke detectors (\$5.00 each), and mini-blinds that need replaced (\$12.00 minimum each) upon termination of the tenancy. General cleaning and carpet cleaning are not to be considered normal wear and tear. The home should be left as it was received.

Clause 9. Utilities

Tenant will have all utilities put in his/her name as of move in date and will pay all utility charges. Tenant will not allow any stoppage in services because of non-payment of any utilities during the term of this lease. Any threatened stoppage of services of utilities will result in immediate notification to Landlord by Tenant. A \$10.00 handling fee will be charged for any/each utility payment that Landlord must process for Tenant.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenants has examined the premises, including appliances, fixtures, carpets, blinds and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord/Tenant Checklist, to be completed on day of move in during a joint walk-through of landlord and at least one of the tenants

Clause 12. Repairs and Alterations by Tenant

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

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Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

Tenant is allowed to have one cat at the premises and will pay a \$125 non-refundable pet deposit prior to pet entering premises. No other pets are allowed. Any violation of this clause will be an automatic deduction of \$200 per occurrence from the security deposit.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct semi-annual inspections to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 24 hours notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for five (5) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures: _____

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Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at _____.

Clause 22. Additional Provisions

Tenant is to maintain the lawn, including mowing and trimming the grass as needed to maintain a well-kept yard. Landlord will provide a lawn mower. If the grass is allowed to grow longer than 8 inches, Landlord may, at his discretion, mow or have the lawn mowed and charge Tenant \$35.00. Landlord can recommend a mowing service to Tenant, if Tenant is interested.

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Clause 25. Entire Agreement

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Landlord (signed) _____

Date _____

Address _____

Phone 812-219-6727(cell)

E-mail davidf@bluemarble.net

Tenant (signed) _____

Date _____

Phone _____

E-mail _____

Tenant (signed) _____

Date _____

Phone _____

E-mail _____

Tenant (signed) _____

Date _____

Phone _____

E-mail _____