

HOUSE RENTAL/LEASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____ and _____, called, respectively, "lessors" and "lessees;"

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants of this agreement by lessees, lessor hereby demise and let unto lessees, for use as a single-family residence, those certain premises described as a single-family house and lot located at _____, for a (month-to-month) (term lease, 12 months) tenancy which shall commence on _____, 20____, and continue until _____, 20____, or terminated as provided below.

1. **RENTAL.** Lessees agree to pay as rent for the leased premises the sum of \$_____ per month, payable in advance on the _____ day of each and every month, at such place as lessors may direct. If any rental payment is not received by lessors on or before the fifth day following the rent due date, lessees agree to pay a delinquency charge of \$_____ per day for each day thereafter until paid in full.

2. **SECURITY/CLEANING DEPOSIT.** Lessees agree to pay a \$_____ security/cleaning deposit payable as follows: Upon termination of this tenancy by either party for any reason, lessors may retain from said deposit such amounts as are reasonably necessary to remedy lessee defaults in payment of rent, to repair damages to the premises and furnishings caused by the lessees other than normal wear and tear, to pay reasonable costs of cleaning the premises, and to remedy any other defaults by lessees under this lease. Normal wear and tear means that deterioration which occurs, based upon the use for which the rental unit or furnishings is intended, without negligence, carelessness, accident, or abuse of their household, or their invitees or guests. The security deposit shall not accrue interest. Lessees may be present for any inspection or walk-through by the lessors or their agent to assess what portion of the security deposit will be withheld in accordance with this paragraph upon termination of the tenancy. Lessors shall provide lessees with an itemized written accounting of the dispositions of the security deposit and return any remaining portion thereof to lessees no later than three weeks after termination of the tenancy, by hand-carrying it to lessee's present address, or if unknown, to lessee's last known address. Lessees shall advise lessors of the address where the security/cleaning deposit or any portion thereof may be mailed, prior to termination of the tenancy. In the event the security/cleaning deposit is insufficient to cover damages or defaults of lessees, lessees shall remain liable for the balance in excess of the deposit. Lessees may not apply the security/cleaning deposit in payment of the last month's rent. If all the terms and conditions of this lease are fulfilled by the lessees, the entire security/cleaning deposit will be refunded to the lessees.

3. **OCCUPANTS.** Lessees agree that all leased premises shall be used and occupied by them as a personal residence only and for no other purpose. Said premises shall be occupied by no more than _____ adults and _____ children under age 18 without the prior written consent of lessors. No pets of any kind shall be kept on the premises without prior written consent of lessors. Lessees agree to be responsible for any damages to the leased premises occasioned by pet's maintenance thereon.

4. **UTILITIES.** Lessees agree to pay for gas, electricity, telephone service, water, trash removal, and all other utilities, to include any required deposits therefor.

5. **RIGHT OF ENTRY.** Lessees agree that lessors and their authorized agents shall have the right to enter the leased premises at any reasonable time for the purpose of inspection, and whenever necessary to clean or make repairs and alternations of the premises, or to show the premises to prospective future lessees/buyers. When possible, 24 hours notice will be provided to the lessees, or one of them, prior to entering the leased premises for these purposes.

6. **ALTERATION AND MAINTENANCE OF PREMISES.** Lessees agree not to make or permit any alterations, additions, improvements or changes in the house without, in each case, first obtaining the advance written consent of lessors. Lessees also agree to use the premises in a quiet, peaceful and orderly manner, and will not maintain or permit the premises to be used in any unlawful manner. Lessees further agree to keep and maintain the leased house and premises in a neat, clean and sanitary condition at all times, free of trash and waste. The lawn shall be neatly mowed and trimmed at regular intervals, and the lawn and shrubbery shall be kept watered and green in season. No "junk" or non-operating motor vehicles shall be kept on the premises at any time. Fluorescent light bulbs shall be replaced by lessees when broken or burned out.

7. **INSURANCE.** Personal property maintained in the residence or at the premises during the term of this agreement is the responsibility of the lessees. Should such personal property be lost, damaged or destroyed, due to any cause whatsoever, the lessees agree that they are responsible for the loss, damage or destruction and release the lessors from any liability or responsibility for such events. The lessees are free to maintain appropriate renters insurance for personal property loss and personal liability at their own expense.

8. **ASSIGNMENT AND SUBLEASING.** Lessees shall not sublease the leased premises, or any part thereof, or assign this lease agreement without prior written agreement of lessors.

9. **KEYS.** Lessees acknowledge receipt of _____ keys to the house and _____ keys to the _____. Lessees agree to return said keys to lessors upon vacating the premises, and further agree to pay \$5.00 for each key not turned in.

10. **SPECIAL DAMAGES.** Stoppage or malfunctioning of toilets, sinks or the garbage disposal or any other damage to the premises, other than normal wear and tear, which is caused by negligence or improper use by lessees, members of their family or guests, shall be properly repaired by lessees at their expense. Lessors shall not be responsible for personal injury or property damage by fire, theft, acts of nature, vandalism, or other damages not arising from the

negligence of lessors or their agents. The lessees further agree any and all repairs to the premises, furnishings and appliances from any cause, to include normal wear, will be the lessees responsibility to repair up to the cost of \$_____, and the lessors agree to pay for the balance of repairs not caused by negligence or improper use by lessees, members of their family or guests.

11. **FURNISHINGS.** The following furnishings are rented with the leased premises:

ITEM DESCRIPTION/CONDITION

Lessees acknowledge that they have personally checked the above items and all are in good working order and clean on the date of this agreement, and that the leased premises itself is in good condition and clean on this date, other than normal wear and tear, except as stated below:

12. **TERMINATION.** This agreement and the tenancy hereby granted is intended by both lessors and lessees to continue for its entire term and any optional extensions mutually agreed. However, the lessors may terminate this agreement and tenancy by giving written notice to the lessees of termination no less than 60 days prior to the termination date should either of the following events occur:

a. _____ is assigned by the Air Force to an overseas location and spouse will not accompany him but will return to reside at the leased premises described herein during his/her absence due to the assignment; or

b. _____ retires from the Air Force resulting in member and spouse returning to reside at the leased premises described herein.

13. **DEFAULT.** Upon failure of lessees to pay the rent or other charges specified herein when due or failure to perform any other term or condition of this agreement, lessors may, at their option and upon such notice as required by law, terminate this agreement and the tenancy granted hereby. Upon such termination, lessors may also recover all damages incurred on

account of the default. Alternatively, upon lessees default, lessors may elect to continue the lease in effect and enforce all rights and remedies of this agreement, including the right to recover the rent as it comes due. The prevailing party is entitled to recover court costs and reasonable attorney's fees in addition to all other damages if any action is brought to collect unpaid rent, other charges or damages to the leased premises, whether or not the action proceeds to judgment. Retention of the security/cleaning deposit shall not bar recovery of damages incurred by lessors in excess of that deposit.

14. **NO WAIVER.** No forbearance by lessors in the enforcement of any term in this agreement shall be construed a waiver thereof.

15. **MANAGING AGENT.** The person(s) authorized to manage the premises and to act for and on behalf of the lessors for matters concerning this property are:

Name: _____

Address: _____

16. **BINDING EFFECT.** The covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, personal and legal representatives, successors and assigns of the parties hereto.

17. **SINGULAR INCLUDE PLURAL, ETC.** Whenever the singular person and masculine gender are used in this agreement, such reference shall include the plural and feminine gender when appropriate, and reference to lessors shall include their authorized agents.

18. **ADDITIONAL PROVISIONS.** (If none, so state):

19. **FORECLOSURE CLAUSE.** THE LANDLORD AGREES to notify the tenant if the landlord is delinquent in mortgage payments or this property is in ANY stage of foreclosure. The landlord's notice to the tenant must be in writing and either sent by certified mail or posted on the front door of the rental property. The landlord must provide this notice within five (5) calendar days of the landlord becoming delinquent or receiving notice the property is subject to foreclosure. Tenant has the absolute right to terminate this lease if the landlord is delinquent or the rental property is in any stage of foreclosure. Tenant must give the landlord notice in writing; the termination will be effective 30 days from the tenant's written notification to the landlord. The 30-day period allowed under this clause trumps any conflicting termination periods found elsewhere in this lease agreement. Termination under this clause is without penalty.

THE LANDLORD FURTHER AGREES, that upon termination of this lease under this clause, landlord will surrender, on the last day of tenant's occupancy, all prepaid rent and all security and pet deposits paid by the tenant. It is agreed that surrender of these monies will be in full (i.e., the exact amount paid by the tenant without any deduction). Finally, the landlord agrees that, if the tenant chooses early termination under this clause, landlord will be liable to the

tenant for the tenant's reasonable costs of location similar housing elsewhere and the reasonable costs incurred by the tenant to move to the new place.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year first written above.

LESSORS

LESSEES

DATE:_____

DATE:_____

MILITARY CLAUSE ADDENDUM

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (**he/she**) occupies the dwelling past the first day of the month.

The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

TENANT

DATE

CO-TENANT

DATE

LANDLORD/AGENT

DATE