

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____, whose address is _____ (hereinafter referred to as "Landlord") and _____, for the property located at _____ (hereinafter referred to as "Tenant").

1. Length of Time (Term): The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of One (1) month unless terminated as permitted by **Section 12: Termination of Tenancy** of this Agreement.

2. Rent: The Tenant agrees to pay a rent of \$_____ per month. This amount is due on the _____ day of the month to Landlord at _____.

Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown by the end of the _____ day of the month, the Landlord may collect a fee of \$_____ on the _____ day of the month. Thereafter, the Landlord may collect \$_____ for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in **Section 12: Termination of Tenancy**. The Landlord may collect a fee of \$_____ each time a check is not honored for payment (bounces). The charges discussed herein are in addition to the regular monthly rent payable by the Tenant.

3. Security Deposits: The Tenant has deposited \$_____ with the Landlord after completing the Unit Inspection Checklist during the initial walk through. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by **Section 12: Termination of Tenancy**, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Checklist. The Landlord will require the Tenant to participate in

the final walk though after Tenant has vacated the unit.

- c. The Landlord will refund to the Tenant the amount of the security deposit less any amount needed to pay the cost of:
 1. Unpaid rent;
 2. Damages that are not from normal wear and tear and were not listed on the initial Unit Inspection Checklist;
 3. Charges for late payment of rent and returned checks, as described in **Section 2: Rent**;
 4. Charges for unreturned keys, as described in **Section 8: Keys and Locks**;
 5. Direct costs associated with obtaining credit reports and conducting background checks, if not already paid by the Tenant.
- d. The Landlord agrees to refund the amount computed after deduction of charges compiled in **Section 3C: Security Deposits** within thirty (30) days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit if requested. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in this Agreement.

4. Use of Premises: The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of (1) _____, (2) _____, (3) _____, (4) _____, (5) _____ exclusively (if need additional space to list immediate family members please add additional sheet), as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

The Tenant agrees not to:

- Use the unit for unlawful purposes;
- Engage in or permit unlawful activities in the unit or on the project grounds;
- Make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, electronic device, television or musical instrument at a level which will not disturb the neighbors.
- Alter the exterior appearance of any window or door by placing any type of visible material, poster, flag, sign or any other object where it may be visible from the exterior of the property.

5. Maintenance/Repair: Roles & Responsibilities

The Landlord agrees to:

1. Maintain the common areas and facilities in a safe condition;
2. Maintain all equipment and appliances in safe and working order;
3. Make necessary repairs with reasonable promptness;
4. Maintain exterior lighting in good working order.

The Tenant agrees to:

1. Pay all utilities associated with this unit either to the appropriate utility or the Landlord. No utilities are included in the rent;
2. Keep the unit clean;
3. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
4. Remove and replace at their own expense any and all light bulbs as well as HVAC air filters per the manufacturing instructions on the package;
5. Not litter the grounds;
6. Not destroy, deface, damage or remove any part of the unit, or grounds;
7. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
8. Remove garbage and other waste from the unit and/or grounds in a clean and safe manner.
9. Obey additional rules established after the effective date of this Agreement if:
 - a. The rules are reasonably related to the safety, care and cleanliness of the unit and the safety, comfort and convenience of the Tenants; and
 - b. The Tenant receives written notice of the proposed rule at least 60 days before the rule is enforced.

Upon written and dated notice from the Tenant, the Landlord is responsible for any necessary repairs to the Premises as referenced above. Should those repairs not be made in a timely manner, the Tenant can call the Office of Community and Development Services to file a complaint at 270-887-4285.

6. Damage to Premises: In the event the Premises are destroyed or rendered wholly inhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. The cost of all repairs and do so within 30 days after receipt of the Landlord's request for the repair charges; and
- b. Rent for the period the unit is damaged whether or not the unit is habitable.

- 7. Alterations:** Tenant shall make no alterations to the buildings on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, and/or changes built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written Agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

In addition, in certain circumstances, the Fair Housing Act requires that housing providers allow residents to make reasonable structural modifications to units when those modifications may be necessary for a person with a disability to have full enjoyment of their home. If a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.

- 8. Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant **five dollars (\$5.00)** for each key not returned.

- 9. Transfer and Sub-Letting:** Tenant shall not transfer this Agreement, or sub-let or grant any license to use the Premises or any part thereof.

- 10. Access by Landlord:** The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under section (c) below:

- a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic/quarterly inspections.
- b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours. Landlord and/or its agents thereof, shall further have the right to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

- 11. Subordination of Lease:** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such

mortgages, liens or encumbrances. The lease between the Tenant and the Landlord does not supersede any financial obligation or contract, for example, the sale of the premises and/or seizure by a government or private entity.

12. Termination of Tenancy:

The Landlord may terminate this Agreement for any of the following reasons:

- a. Tenant, any members of the Tenant's household or a guest or other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
- b. Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the premises.
- c. Tenant or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
- d. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
- e. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental Agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, his agents or Tenants.
- f. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the above provisions shall be deemed a serious violation and material noncompliance with the Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the presence of the evidence.

The term material noncompliance with the Agreement includes:

1. One or more substantial violations of the Agreement;
2. Repeated minor violations of the Agreement that:
 - a. Disrupt the livability of the development;
 - b. Adversely affect the health or safety of any person or the right of any Tenant to the quiet enjoyment to the leased premises and related development facilities,
 - c. Interfere with the management of the development; or
 - d. Have an adverse financial effect on the development;
3. Non-payment of rent or any other financial obligation due under this Agreement at the time agree upon.

If the Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or materially fails to comply with any duties imposed on Tenant by statute, within ten (10) 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 Agreement. Should Tenant not remedy the material provision within the ten (10) day timeframe, then Landlord may initiate thirty (30) notice to vacate.

The Tenant may terminate this Agreement for the following reasons:

- Landlord fails to make the necessary repairs which have not been caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, in a timely manner.
- To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first. In no event, however, shall the Tenant have the right to terminate this Agreement prior to the end of the initial term as stated in **Section 1: Length of Time (Term)**.

If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. All termination notices must:

- Specify the date this Agreement will be terminated;
- State the grounds for termination with enough detail for the Tenant:
 - To prepare a defense;
 - To receive ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The ten (10) day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - Advise the Tenant of his/her right to defend the action in court.

If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required above.

13. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

- 14. Discrimination Prohibited:** The Landlord agrees not to discriminate based upon race, color, religion, or, National origin, or ancestry sex, age, familial status, and physical or mental disability.
- 15. Change in Rental Agreement:** The Landlord may, from time to time, change the terms and conditions of this Agreement. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Agreement, the Landlord may require the Tenant to move from the unit, as provided in **Section 12: Termination of Tenancy**.
- 16. Penalties for Submitting False Information:** Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.
- 17. Contents of this Agreement:** This Agreement and its Attachments make up the entire Agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
- 18. Attachments to the Agreement:** The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
- a. Attachment No. 1 – Right of Entry
 - b. Attachment No. 2 - Unit Inspection Checklist
 - c. Attachment No. 3 – Disclosure of Information on Lead-Based paint and/or Lead-Based Paint Hazards
 - d. Attachment No. 4 – Application (if applicable)
 - e. Attachment No. 5 – Smoking Policy (if applicable)
 - f. Attachment No. 6 – Pet Policy (if applicable)
 - g. Attachment No. 7 – Utility Policy (if applicable)

Certification of Accuracy:

The following parties have reviewed the information on the previous pages and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate and is bound by all the terms in this Agreement.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

“RIGHT OF ENTRY” FORM

I, _____, am the resident of said property located at _____, and have the authority to permit an inspector from Community and Development Services, and/or its agents thereof, to enter the premises and perform an inspection of said premises. I further authorize the Landlord, and/or its agents thereof, to enter the premises and perform and inspection of said premises. This authorization is made and becomes effective the date of execution. Inspections shall be as needed to assess the current condition of the structure, evaluate all improvements made, and verify continued maintenance of those improvements.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

UNIT INSPECTION CHECKLIST

Name of Tenants: _____

Date of Inspection: _____

Unit: _____

No. of Bedrooms: _____

No. of Baths: _____

Appliances: _____

Room/Item	Acceptable		Repairs Needed/Comments
	Yes	No	
Living Room			
Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Other			
Kitchen			
Ceiling			

Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Cabinets			
Stove			
Range Hood			
Sink			
Refrigerator			
Other			
Laundry Room			
Washer			

Dryer			
Cabinets			
Sink			
Lighting			
Dining Room			
Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Other			

Bedroom #1			
Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Other			
Bedroom #2			
Ceiling			
Doors			
Walls			
Floors			

Windows			
Light Fixtures			
Other			
Bedroom #3			
Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Other			
Bedroom #4			

Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			
Other			
Bathroom #1			
Ceiling			
Doors			
Walls			
Floors			
Windows			

Light Fixtures			
Cabinets			
Toilet			
Sink			
Tub or Shower			
Other			
Bathroom #2			
Ceiling			
Doors			
Walls			
Floors			
Windows			
Light Fixtures			

Cabinets			
Toilet			
Sink			
Tub or Shower			
Other			
Front Porch			
Other			
Back Porch			
Other			
Yard			
Other			

Other			

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Landlord (check one below):

- Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information on the previous page and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

NO-SMOKING POLICY

The Tenant, any member of their household, or a guest or other person under the Tenant's control shall NOT smoke in the unit or on the premises. Tenant acknowledges that should they violate this policy it will be considered a material violation of the Agreement and a single violation shall be good cause for termination of the lease.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

PETS POLICY

Tenant shall NOT be allowed to keep any animal of any kind on the premises unless as a reasonable accommodation for a person with a disability as required or agreed upon in writing as an addendum to this Agreement. Tenant acknowledges that should they violate this policy it will be considered a material violation of the Agreement and a single violation shall be good cause for termination of the lease.

OR

Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$_____), _____ DOLLARS (\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____

UTILITY POLICY

Charges for Utilities and Services: The following paragraph describes how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that this paragraph accurately describes the utilities and services paid by the Landlord and those paid by the Tenant.

- a) The Tenant must pay for **ALL UTILITIES** associated with this unit. Payments should be made directly to the appropriate utility company or to the Landlord for that utility company. **NO UTILITIES** are included in the Tenant's rent.
- b) The Tenant agrees to pay the total payment for services per month to the Landlord at _____

for reimbursement of services provided by the following utilities:

- 1. _____
- 2. _____
- 3. _____

The total payment amount is due on the _____ day of the month. However, the initial payment for services shall begin on _____.

Tenant acknowledges that should they violate this policy it will be considered a material violation of the Agreement and a single violation shall be good cause for termination of the lease.

TENANT'S Signature _____ Date _____

TENANT'S Signature _____ Date _____

LANDLORD'S or Agent's Signature _____ Date _____