# **HOUSE LEASE**

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

TENANT:
Annual Rent: \$
Monthly Rent: \$
Security Deposit: \$

#### 1. Use and Occupancy

The Premises m ay onl y be u sed stri ctly for residential p urposes and may only be o ccupied by Tenant and Tenant's spouse and children.

#### 2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Pr emises on the Co mmencement D ate shall n ot create liability for Landlord. In the event that possession of the Premi ses is not delivered on the Commencement Date, Monthly Rent here under shall begin on the date that possession of the P remises is de livered to Tenant and shall be prorated for that portion of the month in which possession is delivered. In such event, the Termination Date shall not change.

#### 3. Rent

A. Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in adv ance with nonotice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; ho wever, Landlord con sents to the Tenant payin g same in monthly in stallments provided there exists no defaults by Tenant under the terms of this Lease.

B. Additional Rent may in clude, but i s not limited to any additi onal in surance p remiums and/or expenses paid by Lan dlord which are cha rgeable to Tena nt as stated he reinafter. Additional Rent is due and pay able with the Mon thly Rent for the next month after Te nant receives notice form Landlord that Additional Rent is due and payable.

#### 4. Condition of Premises

Tenant a cknowledges that Tenant is accepting the Premises in its "as is" condition. Tenant further acknowledges that Tenant has the roughly inspected the Premises and has found the Premises to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.

# 5. Security

The Security Deposit is due upon the Tenant signing this Le ase. The Se curity Deposit shall not be u sed for the payment of Monthly Rent unless agreed to, in writing, by Lan dlord and Ten ant. Within ten (10) days after Tenant surrenders possession of the Premise sat the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as a uthorized by this Lease, to Tenant at an address Tenant provides. If the Premises is sold, Landlord will transfer the Security Deposit to the new owner and Tenant may only look to the new owner for return of the Security Deposit and

Tenant h ereby relea ses Landlord fro m any liability with respect to the Security Deposit.

#### 6. Services and Utilities

Tenant shall pay for the following services eithe r directly or to Landlord when billed:

## 7. Furnishings

The Premi ses is bei ng delivere d (furni shed) (unfurnished). If furnished, Landl ord has given an inventory of the furni shings which inventory has been signed by Te nant and Landlord. Ten ant acknowledges that said furnishings are in good condition and Tenant accepts same in "as is" condition.

# 8. Repairs and Alterations

Tenant shall maintain al I applia nces, equip ment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Premises on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. In the event that Tenant defaults under the term softhis Paragraph 9, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

Tenant shall not make any alterations, additions, modifications and/or changes to the Premises during the Lease Term.

### 9. Maintenance of Premises

Tenant shall maintain the grounds of the Premise in a neat, clean and presentable condition. Tenant shall be responsible for the up keep of the grounds, including but not limited to snow removal and the mowing of the lawn.

#### 10. Pets

Pets of any kind or nat ure (shall) (shall not) be allowed in the Premises.

# 11. Damage, Fire or Other Catastrophe

In the case of fire damag e or othe r damage to the Premises no t cau sed by Tena nt, Te nant shall give Landlord i mmediate n otice of same. Upo n rece ipt of such notice, Landlord may either (a) repair the Premises or (b) te rminate the Lea se. If Landlord makes repairs to the Premises, Landlord shall have a reasonable time in which to do so. If the da mage to the Premises renders the Premises uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Premises may be reo ccupied. Mon thly Rent for the period that Tenant can not occupy the Premises because of the damage shall be forgiven.

In the event that Landlo rd termin ates this Lea se because of the damage, Landlord shall give Tenant thirty (30) days no tice of La ndlord's intent t o so te rminate, in

which event, Monthly Rent shall be due for the period up to the date the Premises incurred the damage.

# 12. Liability

Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the act s of Tenant, Tenant's family, guests and/or invitees. Landl ord's cost and expense in repai ring any such da mage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

#### 13. Assigning or Subletting

This Lease may not be assigned by Tenant nor shall Tenant sublet the Premises.

#### 14. Subordination

This L ease and Ten ant's right s h ereunder are subject and subordinate to all existin g and future le ases for the I and on which the Premi ses stand, to al I mortgages on said leases and/or the Premises and/or the land an d all rene wals, modificatio ns and exten sions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

#### 15. Landlord's Consent

If, under the term s of this Lease, the consent of Landlord is required, su choo nsent shall no t be unreasonably withheld.

# 16. Entry, Keys, Locks

Upon re asonable n otice and at reasonable time s, Landlord may enter the P remises to inspect, repair or to show it to p rospective p urchasers, te nants or le nders. Tenant shall give Lan dlord keys to all locks fo r the Premises. Tenant shall not change any locks or add any locks to the Premises without ob taining La ndlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

### 17. Signs

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Premises so as to be seen from outside the Premises.

Landlord shall have the right to place or cause to be placed on the Premises and/or u pon the groun ds on which the Premise s stand "For Rent" and/or "For Sale" signs.

# 18. Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/o r mu nicipal auth orities, in surance carriers and/or homeowners' associations.

# 19. Tenant's Defaults, Landlord's Remedies

A. Landlord mu st give Ten ant noti ce of default (except for a default in t he p ayment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice mu st cure the d efault within the time stated hereinafter:

- 1. a defa ult un der P aragraphs 8, 9, 1 0, 11, 12, 13, , 16 or 17, 18 of this Lease, ten (10) days;
- 2. a default u nder Pa ragraph 21 of this Lease, thirty (30) days.
- B. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.
- C. If this Lease is terminated or Tenant vacates the Premises p rior to the Terminatio n Da te, Landlord may enter the P remises and remove Tenant and any p erson or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.
- D. If this Lease is cancelled or Landlord takes back the Premises

- 1. Monthly Re nt and Additio nal Rent for the unexpired portion of the Le ase T erm i mmediately becomes due and payable. In addition, any cost or repair expended by Landlo rd shall be the obligation of Tenan t and shall be deemed Additional Rent.
- 2. Landlord m ay re-rent the Premises a nd anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Premises shall reduce the amount of money that Tenant owes to Landlord.

#### 20. Condemnation

If any or part of the Premises is taken or condemned by any governmental auth ority, Landlord may can cel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date—the authority takes title to the Premises which cancellation date can not be less than thirty (30) d—ays from th—e date of L—andlord's no tice. Tenant shall be liable for Monthly Re—nt and Additional Rent to the d ate of cancellation and shall make no claim for the unexp ired term of the Lea se. Any award for the condemnation is the—property of Lan dlord and Tenant assigns to L—andlord a ny and all—rights, interest a nd/or claim in and to such award.

#### 21. Bankruptcy

Should Tenant file a volun tary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property fro the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Lease upon thirty (30) days written notice to Tenant.

#### 22. Notices

Any notice to be give n under this Lease shall be in writing addressed to the party at the addresses set forth herein by certified mail or overni ght courie r service. Notice by L andlord to one name d Tenant shall be deemed given to all Tenants and occupants of the Premises. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by not ice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

# 23. Waiver of Jury Trial, Set-Off or Counterclaim

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summ ary pro ceeding for evictio n, Tenant waives Tenant's right to any set-off and/or counterclaim.

# 24. Broker

Tenant states that \_\_\_\_\_\_\_ is the sole Broker who showed the Premises to Tenant. Tenant shall hol d h armless a nd inde mnify Landlord f or any monies expended by Landlord should Tenant's statement herein be untrue.

# 25. Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

# 26. Illegality

Should any part of this Lease be deemed illegal, the remaining p ortions of this Lease sh all not be affected thereby and shall remain in full force and effect.

# 27. Non-Disturbance

So long a s Tenant p ays the Mo nthly Rent and Additional Rent and there exists no defaults under any of the terms of this Le ase, T enant may p eacefully occupy the Premises for the Lease Term.

#### 28. Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Lease and/or to enforce such term's shall n of be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Lease at a future date.

#### 29. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

#### 30. Paragraph Headings

Paragraph headings are for reference only.

This Lease shall become effective a s of the date when Landlord delivers a fully executed copy here of to Tenant or Tenant's attorney.

# 32. Entire Agreement

Tenant states that Tena nt has read this Lease and fully incorp orates all understan dings, representations a nd p romises ma de to Tenant Landlord an d/or Landlord's agent an d that thi s Lease supersedes all prio r rep resentations, agre ements and promises, whether oral or written.

#### 33. Amendments

This Lease may only be changed or a mended in a writing signed by the parties hereto.

#### 34. Riders

Additional terms are contained in the riders annexed hereto and designated Rider

#### 35. Surrender of Premises

On the Term ination Date, Tenant sh all deliver the Premises to Lan dlord v acant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Premi ses, rem oved Tenant's p roperty, repaired all damag es caused by Ten ant and retu rn the Premises in the same condition as received, reasonable wear and tear excepted.

# 36. Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same.

#### 37. Sale of Unit

In the event Landlord sells the Premises, La ndlord may terminate this Lease on thirty (30) days prior written notice to Tenant, in which event Tenant shall vacate the Unit on the date set forth in said notice.

#### 38. Insurance

Tenant i s o bligated to carry wh atever pro perty and/or liability insurance coverage that Landlord requires and shall have name d on the policy of insurance Landlord, as an insured. Tenant must deliver a cop y of the decl aration pag e of the poli cy of insu rance or the binder sho wing La ndlord as a n in sured prio r to ta king possession of the Premises.

This Lease has been entered into as of the Date of Lease.

LANDLORD	TENANT