

Terms and Conditions of Contract

The term **PREMISES or PREMISE** refers to all land, structures, and property owned or managed by or for the landlord. **LANDLORD** refers to the owner, property manager or owner representative of the premises. **TENANT(S)** refers to all parties leasing and staying on the premises.

1. Security Deposit: The security deposit is held as security for TENANT(S) compliance with all terms and conditions of the lease, including timely payment and maintenance of the premises in move-in ready condition upon departure. If all terms and conditions are met, the deposit will be refunded within 30 days after the lease termination date, unless otherwise agreed upon.

2. Use of Premises: TENANT(S) may only use the premises as a single-family residence and shall not sublease without prior written permission from the LANDLORD.

3. Utilities: TENANT(S) are responsible for the payment of all utilities unless a form, signed by all parties, designates the LANDLORD as responsible for such payments.

4. Eviction: The LANDLORD reserves the right to evict TENANT(S) for failure to pay rent within five (5) days of the due date, non-compliance with lease terms and conditions, or any other lawful reasons. If evicted, TENANT(S) must pay the remaining rent for the months remaining in the contracted term and cover cleanup costs. Eviction may also occur if any individual residing on the premises is arrested for a criminal offense subsequent to the signing of this contract. No person(s) shall become a resident of the premises without the written approval of the LANDLORD; violation of this stipulation will result in eviction.

5. Care of Premises: TENANT(S) shall maintain the premises and all appliances therein in good condition, with the exception of normal wear and tear. TENANT(S) shall bear the cost of repairs, replacements, and any damages resulting from neglect or accident. The premises must be kept clean and orderly at all times. Grass must be maintained in accordance with the strictest applicable regulation, whether that be city ordinances or the LANDLORD's standards. The LANDLORD's standard stipulates that grass should not exceed a height of six (6) inches.

Should TENANT(S) fail to meet these standards, the City or LANDLORD may hire a third party to perform lawn maintenance, the cost of which will be billed to TENANT(S). Non-payment will result in eviction. TENANT(S) may contact the LANDLORD for lawn care services if necessary.

6. Maintenance: TENANT(S) are responsible for routine maintenance tasks, including but not limited to resolving sewer stoppages resulting from misuse, replacing light bulbs, and ensuring HVAC filters kept clean and up to date. TENANT(S) must promptly report any water leaks. Any sewer stoppages due to misuse will be billed to TENANT(S), and failure to pay will result in eviction.

Should you lock yourself out of the premises, there is one (1) courtesy callout. Should this happen again there will be a \$50.00 callout charge thereafter. There is no timeline promise for response time on weekends as this is not during normal business hours.

7. Destruction of Property: Damage to the property must be reported to the LANDLORD within twenty-four (24) hours of occurrence. TENANT(S) are liable for all repair costs associated with such damage. Smoking within the premises is prohibited. TENANT(S) are responsible for the cost of repairs and cleaning should smoke damage occur or for any other reason caused by TENANT(S). Any destruction of property caused by TENANT(S) will be subject to repair costs borne by TENANT(S).

8. Interruption of Services: The LANDLORD is not liable for any interruptions in services resulting from repairs or circumstances beyond their control.

9. Alterations: TENANT(S) must obtain written consent from LANDLORD for any alterations or improvements. Any such alterations or improvements, upon completion, shall become the property of the LANDLORD. This provision encompasses, but is not limited to, the installation of fences and stick-built structures.

10. Compliance with Laws: TENANT(S) and their visitors must adhere to all applicable laws (City, State, Tribal, and Federal) and regulations. Failure to comply shall result in immediate eviction.

11. Landlord Right of Entry and Inspection:

- TENANT(S) shall permit the LANDLORD access to the premises for the purpose of inspections, repairs, or showings, provided reasonable notice has been given.
- In the event of an emergency, the LANDLORD may enter the premises without prior consent.
- For non-emergency entries, the LANDLORD is required to provide at least twenty-four (24) hours' notice.
- Should TENANT(S) refuse access, the LANDLORD reserves the right to pursue legal action or terminate the lease.

12. Injury: The LANDLORD shall not be held liable for any injuries sustained by TENANT(S), their visitors, or any other persons, whether such injuries occur on or off the premises.

13. Lease Renewals: This lease agreement shall automatically renew on a month-to-month basis unless terminated by either party. The LANDLORD retains the right to propose a new long-term lease agreement to the TENANT(S). Should the TENANT(S) choose not to accept the proposed contract, they are required to vacate the premises within five (5) business days.

14. Pets: No pets are permitted on the premises without the prior written consent of the LANDLORD. If consent is granted, additional costs may apply

15. Hold Over Rent: In the event the lease is terminated, and TENANT(S) remain in the premises, they shall be liable for rent at double the base rate until they vacate.

16. Rent: Rent is due on the first business day of each month. A late fee of \$75.00 applies six (6) days after the due date, and \$12.50 for each subsequent day thereafter until paid in full. Prorated rent may apply depending on the move-in date. Failure to pay the balance due may result in salary garnishments and liens on TENANT(S) property.

17. Insurance: Renter's insurance is recommended but not mandatory currently, this is subject to change during the lease term. If renter's insurance becomes mandatory, the LANDLORD will provide notice to TENANT(S) thirty (30) days prior to the deadline. If required, proof of insurance must be provided to the LANDLORD, who must be listed as a "party of interest." The LANDLORD is not responsible for any losses incurred by TENANT(S) or visitors.

18. Residing: Only individuals listed on the lease may reside on the premises unless written consent from the LANDLORD is received.

19. Parties: Both the LANDLORD and TENANT(S) understand and agree to the terms and conditions stated herein. By signing below, all parties acknowledge they are bound by this contract.

Entire Agreement: This Lease Agreement constitutes the entire agreement between the parties. Any modifications must be in writing and signed by both parties.

Signatures: By signing, TENANT(S) agrees to the lease terms.

Landlord: _____

Tenant: _____

Tenant: _____

Date: _____