

SAMPLE REAL ESTATE LEASE

“The Best of Sunrise Villas”

www.TheBestOfSunriseVillas.com

This Lease Agreement (this "Lease") is made effective as of _____ (date), by and between (Name of "Landlord"), and _____ "Names of Tenant(s)". The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a Two Bedroom Condo (the "Premises") located at (condo address), Palm Springs, CA 92264.

PARKING: Tenant shall be entitled to use driveway parking space for the parking of the Tenant's/guests' vehicle.

OCCUPANTS: The Premises may not be occupied by more than 4 person(s), consisting of 4adult (s) and 0 child(ren) under the age of 0 years, unless the prior written consent of the Landlord is obtained.

TERM: The lease term will begin on _____ and will terminate on_____.

LEASE PAYMENTS: Tenant shall pay to Landlord Rent for (#) nights, in the amount of \$_____ USD. Total Charges: Security Deposit of \$500.00 (refundable) and Non Refundable Cleaning Fee of \$125.00. Total Charges: \$_____USD

Payment Schedule as Follows: \$____ due 30-60 days prior to occupancy (depending on length of stay), date_____.

CANCELLATION POLICY: Cancellations should be made as far in advance as possible in writing. Reservations cancelled less than 60 days prior to scheduled arrival are subject to a minimum charge of \$100 and no refund of advance rents/fee payments will be made until the property is re-rented. If we are able to re-rent the property, and we will do our best to do so, and the new rental is less than your original rental, you will be refunded the difference less 10%, plus any cleaning, advertizing expenses incurred and a \$100.00 transaction fee.

Payments can be made by Check, Money Order, Venmo or PayPal. Lease payments shall be made to the Landlord at Craig Moyle Rental Account, Mailing Address: 8025 SW Pine St., Tigard, OR 97223, USA, as may be changed from time to time by Landlord.

SECURITY DEPOSIT: At the time of the signing of this Lease, Tenant shall pay to Landlord, intrust, a security deposit of \$500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES: Tenant shall occupy and use the Premises as a dwelling unit. Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Keys: The Tenant will be given 3 key(s) to the Premises. If all keys are not returned to the Landlord at the end of the lease, the tenant shall be charged \$150.00.

LOCKOUT: If the tenant becomes locked out of the Premises, the tenant will be charged \$75.00 to gain re-entry.

ACCESS BY LANDLORD TO PREMISES: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary service, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's Consent.

PROPERTY INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DANGEROUS MATERIALS: Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 day(s) (or any other obligation within 5 day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

PETS: No pets shall be allowed on the Premises.

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Landlord:

(Owner's Name and Address – Released on confirmed reservation)

Contact: To contact Owner for further information www.thebestofsunrisevillas.com

Tenant:

(Name and Address)

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid or enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforce as so limited.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the state of California, USA.

ADDITIONAL PROVISIONS: Property to be occupied by said tenants only. All occupants must be declared at the time the reservation is completed and/or cleared with Landlord prior to arrival.

Parties/events are not allowed... No Pets allowed... No Smoking allowed.

Security Deposit (less deductive or excessive cleaning) will be returned by mail no later than 30 days after departure.

LANDLORD:

(Landlord's Name)

(Landlord's address)

TENANT:

(Tenant's Name(s))

(Tenant's Address)

This Summary is not an official part of your document. It contains highlights of the important information that has been entered into the document

SUMMARY of the RESIDENTIAL LEASE

LEASE PAYMENTS: To be determined by length of stay

Payment terms:

Rent for ___ night, at \$___USD/night. Security Deposit of \$500.00 (refundable), & Non-Refundable Cleaning Fee of \$125.00. **Total Charges: \$_____ USD.**

Payment Schedule as Follows: (To be determined by length of stay)

CANCELLATIONPOLICY: Cancellations are to be made in writing. Cancellations should be made as far in advance as possible. Reservations cancelled less than 60days prior to scheduled arrival are subject to a minimum charge of \$100 and no refund of advance rents/fee payments will be made until the property is re-rented. If we are able to re-rent the property, and we will do our best to do so, and the new rental is less than your original rental, you will be refunded the difference less 10%, plus any cleaning, advertizing expenses incurred and a \$100.00 transaction fee.

Payments can be made by Check, Money Order, Venmo or PayPal.

REFUNDABLE SECURITY DEPOSIT: \$500.00