

SAMPLE RENTAL CONTRACT

LANDLORD'S NAME , hereinafter referred to as "Management" does hereby rent to **TENANT(S)' NAME(S)**
_____, hereinafter referred to as "Tenant", those certain premises as APT # **APT #**
LOCATED AT **APARTMENT ADDRESS**. Commencing on: **RENT START DATE**

And shall continue from month to month.

1. **BASIC RENT.** The rent for the premises shall be \$ **MONTHLY RENT AMOUNT** per month payable in advance to Management or its agent at **RENT MAIL TO/ DROP OFF ADDRESS**
Rent from the commencing date of this contract to the first of the following month is \$ **RENT AMOUNT**. Tenant agrees to pay for all utilities and services furnished in the premises except for WATER & GARBAGE
2. **SECURITY & CLEANING DEPOSIT.** The tenant shall pay in advance a Security & Cleaning Deposit of \$ **SECURITY DEPOSIT AMOUNT** to be held by Management as a security deposit for the faithful performance of the terms of this contract and
3. **CLEANING**
Tenant shall keep said premises and surrender the same in a good state of cleanliness and repair, reasonable wear and tear excepted. Tenant shall not mar or deface premises and agrees to pay cost of repair of same.
 - a) The cleaning and security deposits shall be refunded to Tenant within 21 days after Tenant fully vacates, less any charges for cleaning, repairs or missing items of furniture, fixtures or equipment or any other mounts due under the terms of this contract or necessary to compensate Management for any loss or damage sustained by Management due to breach by Tenant.
 - b) The security and cleaning deposits are NOT to be deducted by Tenant from rent payments or other charges due hereunder, and Management's right to possession of the premises for nonpayment of rent or for any other reason shall not be affected by reason of fact that he holds these deposits.
4. **ADDITIONAL CHARGES.** In addition to the basic rent and as additional rent, the following charges will be made:
 - a) The premises are to be occupied solely as housing accommodations by 2 adults, and 0 children. Guests remaining more than 5 days shall be considered additional occupants. Tenant agrees to pay the sum of \$500 per month for each additional occupant. **TENANTS IN VIOLATION OF THIS SECTION WILL BE EVICTED IMMEDIATELY AND WILL FORFEIT SECURITY DEPOSIT.**
 - b) Tenant agrees that neither he nor his guests shall keep or bring into said premises or on the grounds, and animal, bird, fowl, dog, cat, pet, piano or other loud musical instrument.
 - c) Tenant agrees to pay an additional charge of \$30 for each returned check unpaid.
 - d) **RENT IS DUE ON THE FIRST DAY OF EACH MONTH. Tenant shall be in default under this contract if the rent is not paid in full on the DUE DATE. Tenant agrees to pay Management the sum of \$50 as a late charge for breach of this condition if rent is not received by the DUE DATE.**
 - e) Acceptance by Management of additional rent or charges under paragraph 4 shall not be deemed a consent to anything wherein Tenant is required to get Management consent and Management may, at its option and in addition to accepting said additional charges, declare a breach of this contract in the event of failure to obtain its consent and pursue legal remedies therefor.
5. **INVENTORY.** The Tenant acknowledges receipt of the furnishings listed in inventory, which is a part of this contract. If the Tenant shall find any furnishings listed incorrectly or not in the condition listed, a written statement of the discrepancy shall be delivered to the Management and acknowledged by it in writing within three (3) days after taking possession. Otherwise, it is conclusively presumed that the said inventory and conditions are correct.
6. **ALTERATIONS.** Tenant agrees not to make any alterations, installations, repairs or redecorations of any kind whether permitted by law or otherwise, to the premises without written permission by Management.
7. **INSPECTION.** Management or its agents, may, enter said premises at reasonable times to inspect, clean, repair, redecorate, remodel or show the premises to prospective tenants, purchasers or representatives of lending institutions. Notice shall be given to Tenant by Management 24 hours in advance unless otherwise deemed necessary due to an emergency situation.
8. **TERMINATION.** Commencing with the first month of tenancy, this agreement and tenancy hereby granted may be terminated at any time by either party hereto by giving the other party not less than THIRTY (30) DAYS NOTICE IN WRITING.
9. **HOLDOVER.** The Tenant agrees to vacate the premises before 6:00 P.M. on the last day of the term of this agreement. Should the tenant fail to vacate on or before the expiration or termination date, the holdover shall be presumed to be willful and deliberate and Management shall be entitled to treble damages for the holdover period, plus such other damages incurred through the loss of perspective tenants or other expenses incurred due to breach of this condition of the contract including attorney's fees expended. Should notice to quit or charge of terms of tenancy of Management be necessary, service thereof may be made by certified mail.
10. **ATTORNEY'S FEES.** In the event that it is necessary for either party to return an attorney or to bring suit to enforce this agreement, the prevailing party shall be entitled to all attorneys' fees and court costs required to enforce agreement.
11. **PARKING.** Tenant agrees to use designated parking space exclusively for the parking of motor vehicles, including automobile, pickup trucks, motorcycles, but excluding trailers boats, campers buses or trucks larger than 1 ton.

- 12. ASSIGNMENT AND SUBLETTING.** Tenant **SHALL NOT SUBLET NOR ASSIGN** all or any portion of the rented premises. Management may assign this lease and this contract shall insure to the benefit of its successors in interest.
13. GENERAL. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Tenant representations made in the rental application shall be considered inducements to Management to execute this agreement. Misrepresentations in the application shall be considered as cause to terminate this contract. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. Management would not have entered into this contract except in sole reliance that Tenant shall fully perform each and every condition. No oral agreements have been entered into, and this agreement shall not be modified unless such modification is reduced to writing. Waiver by Management of any term or condition of this agreement shall not constitute a waiver of subsequent breaches. Time shall be of the essence of this agreement. The invalidity or partial invalidity of any provision of this agreement shall not render the remainder of the agreement invalid or unenforceable.
14. ABANDONMENT. Tenant's absence from the premises for ten consecutive days while all or any portion of the rent is unpaid shall be deemed an abandonment of said premises and this shall at the option of Management, terminate without further notice. In such event Management may dispose of all Tenant's property remaining on said premises and re-rent said premises without liability to Tenant whatsoever.
15. MANAGEMENT'S LIABILITIES. Tenant releases Management from any liability for loss or damage to Tenant's property while stored on said premises. No property shall be so stored without the prior written consent of Management. Any property so stored shall be removed from the premises immediately on termination of tenancy. In the event such property is not removed, Management may dispose of same without any liability to Tenant whatsoever.
- Tenant releases Management from any and all liability to person and property suffered by Tenant while on said rented premises or on the premises of which the rented unit is a part. Tenant shall see said Management safe and harmless from any liability for any injury or damage to the person or property of third persons while on said premises at the implied invitation of said Tenant. Each of the parties hereto shall receive a copy of this rental contract. All Tenants shall sign this contract and shall be jointly and severally liable thereunder, and subtenant or guest, whether or not considered to be by Management, by taking occupancy, shall be deemed to have knowledge of and to have consented to the terms and conditions of this contract.

16. INVENTORY OF FURNISHINGS OF APARTMENT # APT #

<u>ITEM</u>	<u>CONDITIONS</u>	<u>ITEM</u>	<u>CONDITIONS</u>
KITCHEN:		OTHER:	
Refrigerator	Clean	Carpets	Clean
Stove/oven	Clean	Walls	Clean
Dishwasher	Clean	Floors	Clean
Air Conditioner	Clean	Drapes	Clean

NOTE: NO SCREWS, MOLLEYS OR ADHESIVES (ie. Tape labels stickers, etc.) of any kind are permitted on any walls, appliances, ceilings, fixtures, or woodwork to include cabinets, doors, and window sills.
NO HOLES OF ANY KIND are permitted in any woodwork (ie. Cabinets, doors, window sills, etc.) including sliding closet doors.

Tenant will be responsible for all loss, breakage, burns or other damage designated in the condition delivered. Tenant agrees that each item is in the described condition. Tenant acknowledges receipt in good condition the described premises.

THIS IS A NO SMOKING COMPLEX!

Tenant has received the following keys 2 door, 1 mailbox. There shall be a \$30 charge per key if lost.

17. Management hereby acknowledges receipt of \$ **TOTAL REC'D** applied as follows: Rent proration: \$ **AMOUNT**
 Security & Cleaning deposit: \$ **AMOUNT**

NOTE: (SEE COPY OF HOUSE RULES FOR ADDITIONAL DISCLOSURES AND TENANT RESPONSIBILITIES)

THIS AGREEMENT, is entered into this 1st day of JANUARY, 20

TENANT:

MANAGEMENT:

SIGNED: _____

SIGNED: _____
