

RENTAL AGREEMENT

This "Rental Agreement" is entered into this _____, 20____ by and between Todd R Waiz "Landlord", and _____, "Tenant".

WITNESS, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord certain real property and improvements, ("Premises"), as described, under the following terms and conditions:

1) Description of the Premises

- a) Premises to consist of the real property and improvements commonly known as _____
- b) Any garage at this location is expressly not included.
- c) The following appliances are hereby acknowledged to be present and in good working order.
 - i) Range YES, Refrigerator YES, Microwave YES, Coffee Maker YES, Internet Router and WiFi YES

2) Deposit

- a) Upon execution of the Agreement, Tenants will pay to Landlord a damage deposit in the amount of Nine hundred eighty dollars (\$980.00) to be returned to Tenant at the expiration of the Non-Smoking rental term and vacation of the Premises by Tenants, subject only to the deductions allowed by paragraphs 2) c hereto.
- b) **Pets are not allowed on the premises.** ~~If an exception is made and a pet is allowed in or on the Premises an additional \$500.00 deposit is immediately due and payable to the Landlord for each and every allowed pet.~~
- c) Deductions from the damage deposit shall be retained by Landlord for the following occurrences;
 - i) Damages to the Premises beyond normal wear and tear; or
 - ii) Failure to pay the monthly rent; or
 - iii) Failure to pay any late charges for late payment of rent; or
 - iv) For any other expense incurred by Landlord as a result of Tenant's actions and/or inactions.

Such deductions to be retained only in an amount equal to the actual costs or amounts incurred by or owned to Landlord.

3) Terms of Agreement

- a) This Rental Agreement shall be for the term of 1 calendar year then month to month commencing on _____. This agreement shall renew monthly unless written notification is given by either party thirty days or more prior to expected renewal date.
- b) A monthly rental amount of \$980.00 is due the first day of every month, beginning _____, 20_____.
- ~~c) If a pet is allowed in or on the Premises an additional \$50.00 per pet shall be added to rental amount in 3) b)~~
- d) Time is of the essence on making rental payments. To partially cover Landlord's added costs, a late payment fee of \$20.00 is due if total rent payment is not paid on or before due date. An additional \$20.00 late fee is due if total rent is not paid on or before ten (10) days after due date. A third \$20.00 late fee is due if total rent and late fees are not paid on or before twenty (20) days of due date.
- e) A \$10.00 lock out fee will be charged anytime Landlord is required to provide access to the premises.

4) Additional Terms of Agreement

- a) Landlord shall be responsible for the upkeep and maintenance of the roof, heating, air conditioning system, plumbing, sewer system and electrical system on or within the Premises excepting for that upkeep and/or maintenance made necessary by Tenants own acts, which shall be the sole responsibility of Tenants. Tenants assume a duty to report any malfunction or problem therewith to Landlord within twenty-four (24) hours of discovery. Tenant shall be responsible for any damage caused by the failure to report any such problems
- b) Tenants assume responsibility for all other upkeep and/or maintenance required including replacement of broken glass. In addition to all other duties of upkeep and maintenance, the Tenant shall:
 - i) **Maintain Smoke Detectors (2) in working order _____.**
 - ii) Comply with all building and housing codes, laws, ordinances and regulations;
 - iii) Keep the Premises clean and orderly;
 - iv) Dispose of all garbage, rubbish, and other waste in a clean and legal matter;
 - v) Use all electrical, plumbing, sanitary, heating, air conditioning and other facilities and appliances in a reasonable manner;
 - vi) Not commit waste upon or remove any part of the Premises or knowingly permit any person to do so;
 - vii) Conduct themselves and require other on the Premises to conduct themselves in a manner that will not disturb others;
 - viii) Not make alterations or additions nor maintain nor install on the Premises major appliances or devices of any kind without in each case obtaining the written consent of Landlord. If made or installed, with or without Landlord's consent, all alterations, additions and appliances become part of the real property and shall remain upon the vacation of the Premises by Tenants;

- ix) Pay all utilities of any kind to include but not limited to water, sewer, gas, electric, cable TV, internet, recycling, garbage collection.
- c) Landlord shall not be responsible to Tenant or any others for loss or reduction of services by acts not willful, or conditions beyond Landlord's control, nor shall any loss or reduction of service terminate this agreement or reduce the amount of rental due hereunder, except as provided by law.
- d) The Landlord shall have access to the rented premises at all reasonable time in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, except in case of emergency or unless impractical to do so, the Landlord shall give Tenant at least forty-eight (48) hours' notice of his intent to enter.
- e) In the event Tenant will be absent from the rented premises for more than seven (7) days, Tenant agrees to notify Landlord. During such absence, Landlord may enter the rented premises to inspect or protect the property, or for any other reason deemed necessary or desirable.
- f) In the event of Tenants death before expiration of this lease, Landlord shall have the right to declare this lease terminate. Landlord shall have the right to remove the personal property or belongings of the Tenant from the leased premises and store same at a commercial storage firm at Tenant's expense, or on suitable portions to safeguard said property or belongings, but shall not be obligated to store same under this item and shall not be responsible for loss or damage from causes beyond his control.
- g) If the Tenant should be declared bankrupt during the term of this agreement, the Landlord, at his option, may terminate this agreement. If so terminated the Tenant agrees to promptly vacate the premises removing all personal property and belongings and upon his failure to do so, the Landlord may take all steps necessary, including storage of Tenants property as set forth in paragraph 4) f), and shall not be responsible to Tenant for loss or damage due to causes beyond Landlord's control.
- h) If the whole or any part of the building containing the premises is taken by any competent authority for any public use or purpose, the term of this agreement, at Landlord's option, shall terminate upon, and not before, the date when possession of the part so taken shall be required for said use or purpose. Rent shall be apportioned to the date of termination. Landlord shall be entitled to the entire compensation for the part of the premises taken without apportionment to the Tenant.
- i) Upon expiration or termination of this agreement, Tenant shall yield up immediate possession, remove all property and belongings, and deliver all keys to Landlord at the address where rent is payable. Upon Tenant's failure to vacate the Landlord may take all steps necessary to remove Tenant and his property as provided by law and Tenant shall acquire no additional rights nor extension of the agreement term by reason of such holding over.

- j) Ten days absence by Tenant with rent unpaid, or the removal of substantial portion of Tenant's personal property without explanation or notice to Landlord, shall be deemed an abandonment of the premises by Tenant. In such event Landlord may reenter the premises immediately, take all action necessary to remove remaining property and belongings of Tenant, and re-let without notice and without responsibility for damages resulting there from.
- k) Should either of the Tenants named herein vacate the premises, Landlord reserves the right to declare the premises abandoned and require the vacation of the premises by the remaining Tenant.
- l) Tenants shall maintain and use the premises as a single-family residence and will not allow others to inhabit the premises for an extended period without Landlord's consent.
- m) Pests, such as, but not limited to, ants, roaches, mice, bed bugs, if noticed to Landlord within first ten (10) days of lease shall be dealt with by Landlord. Thereafter, Tenant shall be responsible for the cost.
- n) Non working vehicles are not to be left on the premises for more than forty-eight (48) hours.

5) Landlord Not Liable

- a) Landlord shall not be liable for any damage done by or caused from the electrical systems, the heating or air systems, the plumbing system, the sewer system or the utility system; nor for any damages done by or caused from water, including water from broken water lines, snow or ice being upon or coming through the roof, walls, windows, doors, floor drains, chimneys, vents or otherwise, in, upon or about the premises; nor for any damages of any kind whatsoever arising from acts or partial acts of negligence of the Tenants or the Tenants guests and/or invitee, acts of others, natural disasters or acts of God.
- b) Should disaster occur, by act of nature, by act of others or by act of God, and the premises be partially or totally made unfit for use by Tenants, or be partially or totally destroyed, then Landlord, as his sole discretion, may make any needed repairs caused by any such act, or may declare the premises unusable and Landlord shall not proceed with any repairs, and Tenants shall immediately vacate the premises. Should Tenants be forced to vacate the premises, temporarily or permanently, Landlord shall not be liable for Tenants for any money, damages what-so-ever under any theory of law or rule of equity, including but not limited to tort, contract or negligence.

6) Eminent Domain

- a) Should the premises be taken by action of eminent domain, all proceeds received by Landlord shall be the sole property of the Landlord. Landlord shall not be obligated to defend against any such action.

7) Acceptance of Premises

- a) Tenants have inspected the premises, are of the knowledge to make such an inspection, and accept the premises AS IS.

8) Pets

- a) No animal or pet of any kind shall be allowed in or on the premises without written approval of Landlord.
- b) Should such animal or pet in the sole judgement of the Landlord, be determined to be a nuisance or threat to other Tenants or neighbors, approval may be withdrawn by Landlord with seven (7) day notice.

9) Default

- a) Should Tenant default in the payment of any installment of rent when due, or breach any condition of this Agreement, and such default or breach is not remedied within ten (10) calendar days of written notice, Landlord, at his sole discretion, declares the Agreement ended and enter into possession of the premises and sue for and recover all rents and damages accrued or accruing under this Agreement, including all costs of collection including attorney fees

10) Notices

- a) Any notice required to be given shall be delivered by service or certified U.S. Mail to:

Landlord:

Tenant:

Notice to either Tenant is deemed to be notice to both.

11) Not Assignable

- a) This Agreement is not assignable by Tenants or assumable by others. This does not, however, prohibit Landlord from putting the premises on the market and selling same, subject to this Agreement.

12) Captions

- a) Paragraph captions are for the case of location of particular provisions and in and of themselves have no legal significance

13) Entire Agreement

- a) This Agreement is the Agreement in its entirety with no side agreement, verbal or otherwise, in effect. Any changes or modification hereto are to be in writing and signed by the parties.

Executed in duplicate this day of _____ 20____, by
_____, and _____, as Tenants.

Landlord: _____

Tenants: _____

Pay Landlord for Utilities:

Actual Electric, Water, Sewer (Min \$19.19), Gas (Min \$9.65), Cable TV (\$45.00), Internet (\$35.00) subject to change

Automobile leaks (pad supplied by Tenants)