

Residential Lease

BY THIS AGREEMENT, made and entered into on 03/12/2022 between INSERT LEESORS LAGAL NAME HERE herein referred to as Lessor and INSERT LEASSEE'S LEGAL NAME HERE, herein referred to as Lessee. Lessor leases to Lessee the premises situated at ENETR STREET ADDRESS HERE for a term of TYPE NUMBER () years to commence on April 1st, 20__ and to end on March 31st, 20__ at 11:59P.M.

1. **Rent.** From April 1st, 20__ through March 31st 20__, Lessee agrees to pay, without demand to Lessor as rent for the demised premises, the sum of Three Thousand Three Hundred Fifty Dollars and Zero Cents (\$3,350.00) per month. From April 1st, 20__ through March 31st, 20__ Lessee agrees to pay, without demand to Lessor as rent for the demised premises the sum of Three Thousand Five Hundred Fifty Dollars and Zero Cents (\$3,550.00) per month. This will be paid in advance on the 5th of each calendar month beginning April 1st, 20__ at such place as the Lessor may designate. Rent paid after the 5th will constitute a \$50 late fee.
2. **Security Deposit.** A non-refundable deposit for \$500.00 shall be deposited with Lessor.
3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single-family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by the Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence in accordance with the concept and system of a recovery residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of the lease.
5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than six (6) persons consisting of eight (6) members without the written consent of the Lessors. Such individuals must be in a bona fide RECOVERY RESIDENCE.
6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all building and improvements, and that they are, at the time of the lease, in good order, repair, and a safe, clean, and tenantable condition.

7. **Assignment and Subletting.** Without Lessor's prior written consent, Lessee shall not assign this Lease, or sublet or grant any concession or license to use premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license. An assignment, subletting, concession, or license without prior written permission of Lessor, or an assignment or subletting by operation of law, shall be void and shall, a Lessor's option to terminate this lease.
8. **Alterations and Improvements.** Lessee shall make no alterations to the building on the demised premises or construct any building or make other improvements on the Premises without Lessor's prior written consent. All alterations, changes, and modifications built, created, or placed on the demised premises by Lessee, except for fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
9. **Damage to Premises.** Suppose the demised premises or any part thereof, shall be partially damaged by for another casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor. In that case, the premises shall be prompt, repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises shall be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end. The rent shall be prorated up to the time of the damage.
10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Furthermore, the lessee agrees to not use any open flame of any kind on premises including but not limited to candles, incense, etc.
11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times and giving 24 hours' notice during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

13. **Maintenance and Repair.** Lessee and his agents shall have the right at all reasonable times and appurtenances in a good and sanitary condition and repair during the term of this lease and any renewal thereof and pay for any repair due to their negligence. Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, keep the electric bells in order; support the walks free from dirt and debris; and shall make all required repairs to plumbing, range, heating, apparatus and electric and gas fixtures whenever damage to it shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the leased premises, not due to lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor shall be the responsibility of the Lessor or his assigns. Major expenditures shall include any expenditure for plumbing, electric or appliances needing repair not caused by the Lessee's neglect, misuse, or waste. Lessee agrees that no signs shall be placed, or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.
14. **Animals.** Lessee shall keep NO domestic or other animals on or about the leased premises visiting or otherwise at any time.
15. **Display of Signs/Sale of Premises.** During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants and may sell premises with 90 days of notice to Lessee. Upon the purchase of premises by another individual or entity this lease shall become void 90 days following the transfer of title to the demised premises.
16. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
17. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, this agreement automatically converts over to a month-to-month tenancy agreement between Lessor and Lessee which shall be subject to all the terms and conditions thereof but shall be terminated on thirty (30) days' written notice served by Lessor or Lessee on the other party.
18. **Surrender of Premises.** Upon notice of nonrenewal of lease terms, Lessee shall quit and surrender the premises hereby demised in as good a state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken reasonable action likely to affect such correction within a reasonable time.
20. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
21. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the landlord and the Lessee identified herein, and all covenants are to be construed as conditions of this lease.
22. **Smoking.** There shall be NO smoking and NO vaping within the confines of the demised premises.

RULES

- A. GARBAGE: Tenant shall furnish their own garbage cans and place them where required for pickup.
- B. ILLEGAL USE: Tenants shall not use the Property for any illegal purposes.
- C. REPAIRS: Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.
- D. FREEZING: Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.
- E. DRAINS: Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.
- F. NAILS/PAINTING: Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor or Lessor's Agent.
- G. LAWNS/SHRUBS/SNOW: Tenant will cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in a good a condition as they presently are. In the event of snow, Tenant will remove the same from any abutting sidewalks.
- H. NOISE/NUISANCE: TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
- I. GUESTS: Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.
- J. VEHICLES: Recreational vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.
- K. FIREPLACE INSERT/WOOD STOVE: Wood stoves are prohibited unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.
- L. WATERBEDS, PIANO, AND HEAVY OBJECTS: No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's permission. Waterbeds are expressly forbidden.
- M. SMOKING: There shall be no smoking/ vaping permitted within the house.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: _____

Lessee: _____

X _____

X _____