



Lease Agreement

This agreement is made and entered into on **INSERT TODAY'S DATE** by and between Trinity Villas Real Estate, LLC hereinafter known as Landlord, and **INSERT TENANT(S) NAME** hereinafter known as Tenant. Landlord agrees to lease to The Tenant, for a period of 12 months, to begin on **INSERT LEASE START DATE**. Tenant agrees to pay without demand the rental of **INSERT THE SUM OF ALL RENTS** payable in equal monthly installments of **INSERT RENTAL RATE** for the premises known as and located at **INSERT ADDRESS**.

SECTION 1 - PAYMENT OF RENT

Tenant agrees to pay, without demand, to Landlord, rent for the demised premises, the sum of rent is due and payable on or before the first (1st) day of each month, via automatic debits from tenants bank account. Any rental payments that have not cleared before 4:30 pm on the fifth (5th) day of the month shall result in the service upon the Tenant of a THREE DAY NOTICE TO LEAVE PREMISES, based upon non-payment of rent. Furthermore, the subsequent rejection of tendered rent payments, and the commencement of eviction proceedings pursuant to state law, shall be at the sole discretion of the Landlord.

SECTION 2 - NON-SUFFICIENT FUNDS

In the event that there are non-sufficient funds in Tenant's bank account, a \$50.00 late fee will be owed to the Landlord in addition to all charges incurred by the bank. Any debit that is subsequently dishonored by Tenant's bank, or returned to Landlord for any other reason, will be considered as being paid untimely by the Tenant, Tenant may be subject to the service by Landlord of a THREE DAY NOTICE TO LEAVE PREMISES, based upon non payment of rent. Tenant hereby agrees, in addition, to reimburse Landlord for any costs or fees incurred due to the dishonored debits, including but not limited to bank charges, court costs, and attorney fees.

SECTION 3 - SECURITY DEPOSIT

Under no circumstances will the Security Deposit apply the Tenant's rental obligation. The said security deposit, shall be held by the Landlord as security for payment of all rent and other amounts due from the Tenant to the Landlord upon termination of this tenancy, for the Tenant's performance of this lease, and against any damages caused to the premises or any other part of the Landlord's property by the Tenant, his employee, family, agent, visitor or pet.

SECTION 4 - OCCUPATION AND USE OF PREMISES

Tenant agrees that these premises will not be occupied by more than the **INSERT NUMBER OF OCCUPANTS** person(s), whose name(s) appear at the bottom of this contract, unless the written consent of the Landlord is first obtained. Tenant further agrees that the demised premises shall be used and occupied by the Tenant exclusively as a private, single family residence, and neither the premises nor any part thereof, shall be used by Tenant at any time during the term of this Lease for the purpose of carrying



out business, profession, trade of any kind, or for any purpose other than private, single family residence. Tenant(s) 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 this Lease.

SECTION 5 - KEYS

Landlord, upon Tenant possession of the demised premises, hereby entrusts **INSERT NUMBER OF KEYS ISSUED** for the premises to Tenant. Tenant shall make no copies without the Landlord's permission, and the Tenant shall return all keys to Landlord upon the termination of this tenancy. In the event that any keys are not returned, Tenant agrees to be responsible for the costs to replace said keys, up to and including the costs of re-keying or replacing locks to secure the premises, if necessary, at the sole discretion of the Landlord.

SECTION 6 - RENTERS INSURANCE

Renters insurance is highly recommended for all Tenant.

SECTION 7 - PETS

Tenant is permitted **INSERT NUMBER AND KIND OF PETS** on the premises. If at any time the tenant's pet is deemed to be problematic, at the sole discretion of the Landlord, tenant agrees to remove the pet from the premises.

SECTION 8 - NO-SMOKING PREMISES

Tenant agrees that the demised premise is smoke free and the tenant shall make every effort to insure the Landlord that the Tenant, his employee, family, agent or visitor, permitted by Tenant on the demised premises, will not smoke.

SECTION 9 - NO WATERBEDS or FISH TANKS

Tenant agrees water beds or fish tanks are not permitted on the demised premises without the written consent of Landlord.

SECTION 10 - PARKING

Tenant is permitted to have no more than **INSERT NUMBER OF PERMITTED VEHICLES** motor vehicle (s) and will make every effort to park in the Tenant's portion of the parking area, as defined by Landlord.

SECTION 11 - ANNUAL LEASE RENEWAL

Tenant agrees that this lease agreement will automatically renew on an annual basis. Tenant must provide a written notice of any intent to vacate, 30 days prior to the renewal date of the lease agreement. Failure to notify landlord 30 days prior to the annual renewal date will place tenant in breach of contract and tenant's security deposit will be forfeited.



SECTION 12 - CARE OF PREMISES

Tenant hereby agrees to use due care in the use of the premises, the appliances therein, and all other parts of Landlord's property. Tenant further agrees to provide immediate notice of the need for repair thereof, and to pay for all repairs to the premises, its contents, and to all other parts of Landlord's property which are necessitated by any lack of Tenant's care, misuse, waste or neglect, or that of his employee, family, agent or visitor. Major maintenance and repair of the demised premises, not due to Tenant's misuse, waste or neglect, or that of his employee, family, agent or visitor, shall be the responsibility of the Landlord or his assigns. The Landlord will make necessary repair to the premises and/ or appliances therein within a reasonable time after The Tenant notifies Landlord of the need for repairs.

Specifically, the Tenant agrees to:

- Keep the premises in a neat and orderly condition.
- Refrain from the use of contact paper, tape, adhesive hangers, decals, excessive nail holes or other decorating items which may damage the walls, ceiling, floors, or fixtures of the premises.
- Keep the grounds well-maintained. Keep sidewalks, steps, landings, porches, and other areas under the Tenant's control clear of snow and ice. If, in the Landlord's discretion, Tenant has neglected such duty, Landlord may provide the service at Tenant's cost, and bill Tenant for said costs. Tenant agrees to pay all such fees charged and billed within thirty (30) days of service.
- Provide proper curtains, drapes or blinds on the windows. TENANT will not use sheets, blankets, or other such items as curtains.
- Park vehicles only in appropriate spaces, not in the yard or in other unacceptable spaces, and leave no derelict vehicles standing on the premises.
- Make or permit no structural or permanent decorative alterations, including painting, wallpaper, and carpeting, without obtaining prior written permission from Landlord.

SECTION 13 - DAMAGE TO PREMISES

Tenant shall surrender possession of the premises to Landlord at the termination of this lease in as good condition, as when taken. Loss by fire and other insured casualty excepted. Tenant agrees that the Landlord shall not be liable for property damage or personal injury occurring on the Landlord's property, regardless of cause, unless the damage or injury results from the landlord's negligence.



In the event of fire or other casualty damages to the premises, (except where such damage is caused by Tenant, his employee, family, agent or visitor) the Landlord shall repair it within a reasonable time and rent shall continue during the period of repair. However, in the event the said casualty renders the premises totally unlivable in which case this rental agreement shall terminate, and tenant shall not be liable for any further rent. If only a portion of the premises is rendered unlivable, then in that event the Tenant may, with mutual agreement of the Landlord, alternatively choose to continue in possession and shall thereupon be entitled to a pro rated reduction in the amount of the rent, provided that election to proceed under this alternative, shall not be a waiver of the Tenant's right to terminate the lease if repairs are not made within a reasonable time.

SECTION 14 - MUTUAL RELEASE & SUBROGATION

Landlord and Tenant mutually waive all rights of recovery against the other, or any other party claiming through or under the other, for loss or damage to property, if said damage was caused by the negligence of the other, or agents and employees of the other. Landlord and Tenant agree with respect to their insurance policies, to include standard waiver subrogation clauses therein.

SECTION 15 - UTILITIES

Tenant agrees to be responsible for arranging for and paying for all utility services required on the premises including but not limited to: gas, electricity, garbage, water and sewage, phone, and cable/satellite TV services. The tenant shall transfer all utilities to his / her name prior to moving in. Any utilities not transferred prior to move in will be owed with the following month's rent payment. Those utilities, whose responsibility can not be independently assumed by the tenant, will be paid by the Landlord. The Tenant agrees to reimburse the Landlord for the said utilities, upon receipt of invoice issued by the Landlord.

SECTION 16 - RIGHT OF ENTRY

The Landlord, or any person authorized by him, upon reasonable notice to the Tenant, during the term of this Lease and any renewal thereof, shall have the right to enter the premises at reasonable times to inspect, make ordinary and necessary repairs, decorations, or show prospective tenants. However, such notice to Tenant shall not be necessary in the case of an emergency. The Tenant shall not unreasonably withhold consent for Landlord to enter the premises.

SECTION 17 - CONDITION OF PREMISES

TENANT stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are at the date of this Lease, in good order, repair and safe, clean and livable condition. Simultaneous with the signing of the original Lease, TENANT agrees to fill in a Move-In/Move-Out Inspection Report.. This document will be used as evidence of nature of premises upon original move in.



SECTION 18 - ALTERATIONS AND IMPROVEMENTS

The Tenant shall make no alterations to the building on the demised premises nor construct any building or make other improvements on the demised premises, without the prior written consent of the Landlord. All alterations, changes and improvements built, constructed or placed on the demised premises by Tenant, with the exception of non-permanent fixtures removable without damage to the premises, and move-able personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of the Landlord and remain on the demised premises at the expiration or termination of this Lease.

SECTION 19 - CONDITIONS AT MOVE OUT

Upon the termination of this tenancy, Tenant shall surrender possession of the premises upon termination of this agreement in as good condition as when taken. The costs related to professional cleaning, will be deducted from the Tenant's security deposit. Repair, trash removal, replacements, or other work which is required at the Landlord's sole discretion, shall also be itemized, liquidated, and deducted from TENANT'S security deposit, or charged directly to Tenant.

SECTION 20 - DEFAULT AND TERMINATION

If the rent aforesaid shall at any time be in arrears more than thirty (30) days and unpaid, the Landlord may void this agreement, enter into possession of the demised premises and / or sue for and recover all rent or other charges due. If TENANT should default on this lease or if for any other reason this lease should be terminated prior to its natural end by the Tenant, Tenant agrees to be responsible for all rental and utility payments under this lease until Landlord, with reasonable effort in good faith, can re-rent the premises.

SECTION 21 - ASSIGNMENT AND SUBLEASE

Without the prior written consent of the Landlord, the Tenant shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by the Landlord to one assignment, subletting, concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this Lease.

SECTION 22 - SEVERABILITY

In the event any term(s) and / or provision(s) of this Lease Agreement should be determined by a Court of Competent Jurisdiction to be illegal or unenforceable, then in that event, said illegal or unenforceable term(s) and / or provision(s) shall be stricken from this Lease Agreement, and all remaining term(s) and / or provisions(s) shall remain in full force and effect.

SECTION 23 - TERMS HEREIN CONTRACTUAL AND BINDING

The Landlord and Tenant hereby acknowledge that the terms and /or provisions set forth herein are contractual in nature, and not a mere recital, and the parties hereto agree to be bound thereby. Further, the parties hereto hereby agree that this Rental Agreement is



binding upon their respective heirs, successors and assigns, to the fullest extent permissible by law.

SECTION 24 - DOMICILE OF AGREEMENT / JURISDICTION

LANDLORD and TENANT hereby agree that this Rental Agreement is domiciled in the State wherein the premises is located and that any legal action hereunder be confined to the Court(s) of that jurisdiction. Further, the parties agree that the terms and provisions set forth herein shall be subject to and interpreted consistent with the laws of the State.

Tenant _____ DATE _____

Tenant _____ DATE _____

Landlord _____ DATE _____

Names of all persons who will be occupying demised premises:

1. _____ 3. _____

2. _____ 4. _____