This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**PREMISES:** Building Address

**RENT:** Rent of $____________ for Premises and $____________ for other (specify ________________________) is due on the ___________ day of each month and is payable at _____________________________.

If rent is received after ____________________________________________________, the Tenant shall pay a late fee of $____________. Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments made by Tenant. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

**SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of $____________ to be held by Landlord or Landlord’s agent. The deposit, less any amounts legally withheld, will be returned to Tenant’s last known address within twenty-one (21) days after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect, or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and request a list of physical damages or defects. If such a request is made by Tenant, Landlord shall supply Tenant with a list of all physical damages or defects charged against the previous Tenant's security deposit, and request written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

**DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord shall supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

**TIME OF THE ESSENCE:** As to delivery of possession of the Premises to Tenant, completion of repairs promised in writing in the Agreement before, or vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law, and _______________ (strike any parts not applicable). Time of the essence means that a deadline must be strictly followed.

**CO-SIGNER / GUARANTOR**

In consideration of Landlord renting the Premises, to Tenant, the undersigned guarantees payment of all amounts due under this Agreement and performance of all covenants. This Guarantee is irrevocable and is not affected by modification or extension of this Agreement.

**LANDLORD:**

Agent for service of process
(name) [phone]
(address)
(city, village, town) [zip]
Agent for maintenance, management
(name) [phone]
(address)
(city, village, town) [zip]
Agent for collection of rents
(name) [phone]
(address)
(city, village, town) [zip]

**TERMS:** (Strike either (a) or (b))

(a) Month to month beginning on ________________________ or (b) For a term of ______ months beginning on ________________________ and continuing to ________________________

**NOTE:** An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

**UTILITIES:** Check if paid by:
Landlord Tenant
Electricity Gas Heat Air conditioning
Sewer/water Hot Water Trash Other

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

**RENTAL DOCUMENTS:**
Landlord/Agent ____________________________________________________________
Tenant ______________________________________________________________________
Sewer/water __________________________________________
Electricity __________________________________________
Air conditioning ______________________________________
Apartment/room/unit: _____________________________________________________
Apartment/room/unit: _____________________________________________________

**PETS AND WATER BEDS:** Pets and water beds are not permitted unless indicated otherwise in writing.

**RENTAL DOCUMENTS:** Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard rental provisions prior to the signing of this Agreement, and before any earnst money or security deposit was accepted. Landlord shall give Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by Tenant. Landlord shall give Tenant Inspection Checklist, keys, and _______________ (strike any parts not applicable), or before commencement of this Agreement.

**NOTE:** SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.
TENANT’S NOTICE TO VACATE: Rental Agreement for Term - Tenant must provide Landlord with written notice at least two (2) full calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether Tenant desires to renew the rental term or terminate the tenancy. Rent shall be paid for each tenantly period, except that if Tenant vacates the Premises prior to the last day of the tenancy, then Tenant shall pay Landlord the full amount of rent due for the period of occupancy in lieu of rent due for the period of non-occupancy. If Tenant vacates the Premises for any reason other than the expiration of the tenancy term or as a result of a breach of this Agreement by Tenant, Tenant shall pay Landlord the full amount of rent due for the period of occupancy in lieu of rent due for the period of non-occupancy. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair the damages as soon as reasonably practicable. If the Premises are damaged to a degree which renders them untenantable, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's damages.