

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

AGENT: [NAME OF AGENT] ("Agent")
[address]
[phone]

as Agent for [NAME OF LANDLORD] ("Landlord")
[address]
[phone]

TENANT: [NAME OF TENANT(S)] (collectively, if more than one, the "Tenant")
[address(es)]
[phone no(s)]
[Social Security Number(s)]

each of which, intending to be legally bound, and to bind their respective heirs, administrators, personal representatives, successors and assigns, hereby agree upon the following terms and conditions:

1. Leased Premises & Condition

Landlord hereby rents Apartment #____ [if furnished: including all furnishings therein (collectively, the "Premises") to the Tenant and Tenant agrees to pay reasonable rent for the Premises. This Lease shall include ____ parking spaces. The Premises are leased to the Tenant as [a furnished / an unfurnished] apartment]. Tenant acknowledges receipt of a move-in inventory checklist. The Premises are conclusively presumed to be in good condition at move-in, unless the Tenant has specified any objections or defects on the inventory inspection checklist and returned a completed copy of the same to Landlord within seven (7) days after receiving the checklist. The inventory inspection checklist is not to be considered a request for repairs.

2. Term and Possession

The term ("Term") of this Lease will commence on [set out start date] (the "Commencement Date") and will continue until 12:00 Noon on [set out the termination date] (the "Termination Date"). Prior to taking possession of the Premises, Tenant must pay the first month's rent, the Security Deposit and Application fee. If, on the Commencement Date, Landlord is unable to deliver possession of the Premises for any reason, the sole damage for which Landlord shall be liable to Tenant is the full abatement of Tenant's prorated rent from the Commencement Date to the date on which the Premises are ready for occupancy, which date is at Landlord's exclusive determination. If the Tenant does not take possession on the day the Premises are provided, and if Tenant has not given Landlord written notice that Tenant will take possession on a later date, Landlord may presume conclusively that Tenant has abandoned the Premises and may re-let the Premises.

3. Rent

Tenant agrees to pay Landlord, as total rent for the Term, the sum of \$###.## in equal monthly payments of \$###.##, due on the first of each month, [delete if not applicable, i.e. if the term starts on the first of the month: excepting that rent for the first month of the Term shall be prorated from the Commencement Date until the end of the calendar month, at a rate of \$###.## per day and shall be payable upon the signing of this Lease.] Rent is considered paid only when actually received by Landlord. All payments hereunder shall be by check or money order, made payable to [insert name to go on checks]. Rent, fees and all other sums payable by Tenant hereunder shall be payable by Tenant when due, without demand, offset or deduction.

4. Late Fees & Dishonored Checks

If Tenant fails to pay any of such sums within three (3) days after the date that the same is due, Tenant shall pay Landlord a late charge of \$###.##, plus \$###.## per day from the due date until the date paid. Additionally, if any check for Rent or any other sum is returned unpaid, Tenant shall pay Landlord a bad check fee of \$###.##, and, if Landlord so elects, all further payments due hereunder shall be paid in cash or by cashier's check or money order.