

LEASE OF RESIDENTIAL HOME AGREEMENT

This agreement is entered in to by _____,
hereafter refer to as *Lessor*.

And _____, hereafter refer to as *Lessee*.

PURPOSE *Lessor* hereby agrees to lease to the *Lessee*, solely for use as a private residence, the home that the *Lessor* owns located at:

Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

TERMS The agreed amount of the monthly Lease Payments for the home shall be \$ _____. The full payment will be due no later than the 5th of each month. There are no grace periods. It will be considered late if not received by this day.

The Lease Period will begin on _____ and will end on _____. The *Lessor* shall have the sole discretion to extend, or renew, the Lease Period.

The *Lessor* and *Lessee* have also entered in to a separate Option To Purchase Agreement. The intent is for the *Lessee*, who is also the *Optionee* in that separate agreement, to exercise the Option To Purchase on, or before, the end of this Lease Period. For this reason no Security Deposit is required.

The *Lessee* may choose to make payments in excess of the agreed upon monthly rent amount for this Lease Agreement. These excess payments will be held by the *Lessor* and applied as Rent Credits should the separate Option to Purchase be exercised. When the *Lessee* chooses to make Rent Credit payments they will be separate from the Lease Payments. And clearly designated as Rent Credits.

LATE CHARGE A late fee of \$45 shall be assessed for any Lease Payment made after the 5th of the month. Any dishonored checks shall be treated as unpaid rent and subject to an additional fee of \$30.

OCCUPANTS Only the individuals signing this Lease Agreement, their children, or those they have legal guardianship, shall be considered occupants of the home. All others will be considered guest. *Lessee* agrees to notify, and obtain written permission, from *Lessor* for all guest staying in excess of 30 days.

PETS No pets of any kind will be allow without the prior consent of the *Lessor*. This will be accomplished by a separate written agreement between *Lessor* and *Lessee*. An additional Pet Deposit Fee may be required at that time.

MAINTENANCE *Lessor* and *Lessee* acknowledge that based on the separate Option To Purchase Agreement it is the *Lessee* intent to purchase this home at the end of this Lease Period. Consequently, the *Lessee* agrees to accept many of the responsibilities of home ownership. They will care for the property as if it were their own home. Because soon it will be. This means the *Lessee* will be responsible for much of the routine maintenance and repair issues that may occur. Except in the case of legitimate emergencies, the *Lessor* will not be the first point of contact.

A Home Warranty plan has been put in place to cover the expenses of possible repairs and/or replacement of major mechanical systems, and appliances, during the Lease Period. The information regarding this plan has been provide to the *Lessee*.

INSURANCE Until the actual closing occurs the *Lessor* is still the official owner of record and shall maintain General Homeowners Insurance Policy on the property. The *Lessee* is also required to obtain, and maintain, Renters Insurance Policy during the Lease Period. Each must provide Proof Of Insurance to one another prior to *Lessee* taking possession of, and moving in to, the home.

HOA DUES Until the actual closing occurs the *Lessor* is still the official owner of record. Therefore, if the property is located within a Homeowners Association

Community, the *Lessor* will remain responsible for payment of the HOA Dues.

TAXES Until the actual closing occurs the *Lessor* is still the official owner of record. Therefore the *Lessor* will remain responsible for the payment of all city and/or county, assessments, fees, property taxes, etc. on the property.

ALTERATIONS Until the actual Sale and Closing occurs the *Lessor* remains the legal owner of record. Therefore the Lessee shall not make any alterations to the home without the express written consent of the *Lessor*. Any improvements such as *privacy fence, replacement windows, ceiling fans, etc.* will become the property of the *Lessor* in the event the Sale and Closing does not occur.

TRASH Lessee shall place all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. Lessee shall be responsible for disposing of items in according with the local garbage collection rules. Lessee shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Lessee shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

UTILITIES Lessee agrees to pay all utilities and/or services based upon their occupancy, and their actual use, of the utilities.

NOISE Lessee agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the neighbors. All city ordinances regarding noise will be adhered to.

RIGHT OF ENTRY *Lessor* may enter, inspect, and/or repair the premises at any time in the case of a legitimate emergency or suspected abandonment. In all other instances, the *Lessor* must provide 48hr notice, a reason for, and obtain mutual agreement before entering the home during the Lease Period.

ADDITIONAL TERMS

The Lessee acknowledges that he has examined the premises and that plumbing, heating, cooling, electrical facilities, and all items listed on the Move-In Checklist, are in an acceptable condition prior to taking possession and moving in the home. Any exceptions should be clearly indicated on the report. Any promises made by the *Lessor* should also be document, and signed, on the report.

If the premises becomes totally, or partially, destroyed due to an "Act Of God" during the term of the Lease Period to the extent where it's use is seriously impaired, the *Lessor* and *Lessee* may terminate this Agreement upon a three day written notice specifically citing the event.

In the event there is a breach of this agreement, or a failure to pay the monthly Lease Payments, by the *Lessee* it is agreed that resolution of the matter will be under the jurisdiction of the local Landlord Tenant Court.

This constitutes the entire Lease Agreement between *Lessor* and *Lessee*. No oral agreements regarding the Lease have been entered into, and all modifications or notices shall be in writing to be valid.

SUMMARY DISCLAIMER: *This is intended to be a simple agreement. The home is being Lease with an intent to purchase at the end of the Lease Period. The Lessor will have many of the benefits, and responsibilities, of a homeowner. They agree to take care of the home as if it were there own. However, until the Final Closing is completed the Lessor remains the legal owner of record. Lessor and Lessee are advised to seek professional advice concerning any legal questions they have regarding this agreement.*

Lessee Date

Lessee Date

Lessor Date

Lessor Date