

RESIDENTIAL LEASE AGREEMENT
[Single-Family House]

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This Residential Rental Agreement ("Agreement") is entered into by and between _____ ("Landlord"), _____ ("Tenant"), and _____ ("Parties"). Landlord and Tenant are collectively referred to in this Agreement as the "Parties". This Agreement shall be effective as of the date executed by Landlord, as set forth below.

For the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. PREMISES:** The leased premises shall be comprised of that certain personal residence (including both the house and the land) located at _____ ("Premises"). Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord on the terms and conditions set forth herein.
- 2. TERM:** The term of this Agreement shall be a period of one (1) year, beginning on _____, _____, and ending on _____, _____. Any holding over after the expiration or earlier termination of the term without Landlord's prior written consent shall be a default of this Agreement and shall not be construed to be a tenancy from month to month, unless Tenant pays and Landlord accepts payment of rent for the next full calendar month (plus, if the term ends on a day other than the last day of the month, rent for the remainder of the month during which the term ends). If such payment of rent is so paid and accepted, this Agreement will automatically renew on a month to month basis, and will continue as such until terminated by either party in accordance with the following: written notice of termination is to be given by either party at least thirty (30) days before the designated date of termination, and the designated date of termination shall be the last day of a calendar month. If notice of termination is given, this Agreement shall terminate on the date for which notice is properly given. Except as otherwise set forth in this Agreement, all of the terms and conditions of this Agreement shall apply during any month to month tenancy.
- 3. MONTHLY RENT:** The rent to be paid by Tenant to Landlord throughout the term of this Agreement is \$ _____ per month and shall be due on the 1st day of each month. Tenant shall pay a \$50.00 late fee for any rent not received by Landlord by the fifth (5th) day of the month. Tenant shall pay any returned check fees. All delinquent rents or other expenses due from Tenant shall accrue interest at the rate of 15% per year until paid. All interest shall be deemed additional rents. Rent for the first month (or, if applicable, partial month) of the term shall be paid to Landlord at the time this Agreement is executed. Rent for any partial month shall be prorated. Tenant shall not deduct or offset against rent unless expressly permitted by applicable law.
- 4. UTILITIES:** To the extent permitted by applicable utility service providers, Tenant shall transfer all utility accounts into Tenant's name promptly upon taking possession of the Premises. Tenant shall pay, prior to delinquency, for all utilities (including, without