

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____ between _____ hereinafter called Lessor and _____, hereinafter called Lessee.

WITNESSETH: That Lessor, in consideration of the rents, covenants and agreements hereinafter agreed to be paid and performed by Lessee, does hereby demise, lease and let to Lessee, and Lessee does hereby hire and take from said Lessor, all that real property located at _____, for the term of ONE YEAR, commencing _____ and ending on _____ payable at \$_____ per month in advance in lawful money of the United States on the _____ day of each month.

Lessee hereby covenants as follows:

- (1) To pay Lessor the said rent as the same falls due as stated.
- (2) Not to let or sublet the whole or part of said premises, nor to assign this lease, and not to make any alterations, additions or improvements in said premises, without prior written consent of Lessor.
- (3) That all alterations, additions or improvements made in and to said premises shall remain the property of Lessor and shall be surrendered in good condition to Lessor.
- (4) Lessee acknowledges that said premises are leased to him in their present condition unless otherwise provided by written agreement of the parties hereto, and that Lessee agrees to keep said in good repair and condition as they now are, or may hereafter be replaced or refurbished at his own expense.
- (5) At the expiration of the term of, or at any sooner determination of, this lease, Lessee agrees to surrender possession of said premises in as good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted.
- (6) At the expiration of this lease, by mutual agreement of Lessor and Lessee, the term may be extended, however such holding shall be construed to be a tenancy only from month to month. Any extension or renewal of this agreement shall remain subject to all terms and conditions of this agreement, in addition to any new terms and conditions agrees to in writing at the time of such renewal.
- (7) If rental payments are not received within 10 days of due date or if insufficient funds in account of Lessee cause payments to be effectively more than 10 days due to

resubmission of check or other form of payment, then a penalty of 5% (5 per cent) of the monthly rental payment shall become due by the 1st day of the following month. Failure to pay late penalties shall be deemed as equivalent to delinquent rental payments. If rental payments are not paid in full by the 20th then this agreement will serve as 3 Days notice to vacate.

(8) Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.

(9) Lessor agrees to pay for monthly homeowners association dues of \$_____ if applicable.

(10) Lessee agrees to pay for all water supplied to premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services, except as herein provided, supplied to said premises.

(11) Lessee shall pay to Lessor \$_____ (first months rent of \$_____ security deposit of \$ _____ in form of cashier's check no later than _____.

(12) If an action be brought for the recovery of rent or other moneys due or to become due under this lease by reason of a breach of any covenant herein contained or the recovery of possession of said premises, or to compel the performance of anything agreed to be done by Lessee, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, the prevailing party shall be entitled to recover all costs in connection herewith, including, but not by way of limitation, reasonable attorney's fees.

(LESSOR)

(LESSEE)