

LEASE

THIS INDENTURE OF LEASE made as of the _____ day of _____, 20____, and will expire on the _____ day of _____, 20____ by and

Between _____ (hereinafter referred to as "Landlord"), and
_____ (hereinafter referred to as "Tenant(s)").

WITNESSETH:

In consideration of the rents, covenants and agreements to be paid, kept and performed by Tenant(s), as hereinafter provided, Landlord hereby demises and leases to Tenant(s), and Tenant(s) hereby hires and takes from Landlord the real estate, located at _____ (the "Premises") (a ___-bedroom _____, including: _____)

TO HAVE AND TO HOLD the Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant(s) for a term (hereinafter called the "Term") commencing as of ending on _____

This Lease is made upon the covenants and agreements herein set forth on the part of the respective parties, all of which the parties respectively agree to observe and comply with during the term hereof.

1. RENTAL.

1.1 Rental payment for the term of this Lease shall be as follows:

- a. Tenants will be responsible for \$ _____ on the 1st of every month (within the timeframe of the rental agreement)
- b. Tenants will have a grace period of two days after the due date. There will be a late fee of \$10 per day the rent is late.

1.2 At the commencement of the Term of this Lease, Landlord has not received \$ _____ dollars for security deposit from tenant. Tenant agrees to pay security deposit in full by _____, or will make a payment arrangement with the landlord(s).

2. UTILITIES AND OTHER CHARGES.

Tenant(s) will be responsible for and pay directly, before the same become delinquent, all charges, duties, rates, license and permit fees and all other amounts of every description to which the Premises, or any part thereof, or any improvement thereon, may, during the term hereof, be assessed or become liable for including, but not limited to: electricity, gas, heat, and telephone.

3. Breaking the lease agreement

If tenant chooses to break the lease by moving before the lease agreement has expired, there will be a \$ _____ charge due.

4. COMPLIANCE WITH LAWS AND REGULATIONS.

Tenant(s) will, at all times during the term hereof, keep the Premises in good order and in a strictly sanitary condition and observe and perform all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority being applicable to the Premises or any improvement thereon or use thereof. The Tenant(s) will indemnify Landlord against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance of such laws, ordinances, orders, rules and regulations, or of this covenant.

5. INSPECTION.

Tenant(s) will permit Landlord, and its agents, at all reasonable times during the term hereof, to enter the Premises and examine the state of repair and condition thereof, and the use being made of the same. Landlord may also enter upon the Premises to perform any repairs or maintenance which Tenant(s) has failed to perform hereunder, and to show the Premises to prospective purchasers, Tenant(s) and mortgagees.

6. REPAIR AND MAINTENANCE.

Tenant(s) will, at his/her/their own expense, from time to time and at all times during the term hereof, substantially repair, maintain, amend and keep the Premises, in first-class order and condition, reasonable wear and tear and such unavoidable casualty - against which insurance is not required hereunder - excepted. Landlord shall be responsible for the maintenance of the structural shell and roof of the building and any necessary replacement or repair of the heating system and all appliances provided to the Tenant(s) per the Lease Agreement.

7. ASSIGNMENT AND SUBLETTING.

Tenant(s) will not assign or mortgage this Lease or sublet all or any portion of the Premises, or otherwise transfer any interest therein without the written consent of Landlord.

8. ALTERATIONS, CHANGES AND IMPROVEMENTS.

8.1 Tenant(s) shall have the right, with the prior written consent of Landlord, to make alterations changes or improvements to the Premises. Before making any such alterations, changes or improvements constituting leasehold improvements, Tenant(s) shall submit to Landlord for its approval plans for such proposed alterations, changes, or improvements, and shall receive the written approval of such plans by Landlord.

8.2 All alterations, changes or improvements constituting leasehold improvements made or constructed shall be and become the property of Landlord absolutely as soon as made or installed and shall be subject to this Lease.

8.3 Tenant(s) shall not, without the written consent of Landlord, sell or dispose of any or all of the property, real or personal, subject to this Lease or remove the same or any part thereof from the Premises unless same is immediately replaced, with the prior written approval of Landlord, by unencumbered property or unencumbered leasehold improvements of substantially similar value and utility, which property shall be and become the property of the Landlord absolutely as soon as made or installed.

9. INSURANCE.

9.1 Landlord will, at its own cost and expense at all times during the term hereof, insure and keep insured the buildings and structures included in the Premises, but not the contents or other property of Tenant(s) in the Premises, in such manner and amounts as Landlord deems appropriate.

10. LANDLORD'S COSTS AND EXPENSES.

If Tenant(s) shall fail to comply with any of his/her/their obligations hereunder, Landlord may, upon fifteen (15) days prior written notice to Tenant(s) (or without notice in case of emergency), take such action as may be required to cure any such default by Tenant(s). Tenant(s) will pay Landlord, on demand, all costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing any of the covenants herein contained, in remedying any breach by Tenant(s) of said covenants, in recovering possession of the Premises, in collecting any delinquent rents or other charges payable by Tenant(s) hereunder, or in connection with any litigation commenced by or against Tenant(s) (other than condemnation proceedings) to which Landlord, without any fault on its part, shall be made a party. All such amounts owing to Landlord shall constitute additional rent hereunder.

11. INDEMNIFICATION OF LANDLORD.

11.1 Tenant(s) shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the use, occupancy, conduct or management of or from any work or any of its agents, contractors, servants, employees or licensees, and shall further indemnify and save Landlord harmless against and from any and all claims arising during the term hereof from any condition of the Premises, or arising from any breach or default on the part of Tenant(s) in the performance of any

covenant or agreement on the part of Tenant(s) to be performed pursuant to the terms of this Lease, or arising from any act of Tenant(s) or any of his/her/their agents, contractors, servants, employees or licensees, to any person, firm or corporation occurring during the term hereof in or about the Premises or upon or under said areas, and from and against all costs, counsel fees, expenses or liabilities incurred in or about any such claim or action or proceeding brought thereon.

11.2 Tenant(s) shall pay and indemnify Landlord against all legal costs and charges, including reasonable counsel fees, incurred in obtaining possession of the Premises after the default of Tenant(s) or upon expiration or earlier termination of the term hereof, other than by reason of any default of Landlord's, or in enforcing any covenant or agreement of Tenant(s) herein contained.

12. DEFAULT

12.1 In the event that during the term hereof any of the following events shall occur (each of which shall be an "Event of Default"):

(a) Tenant(s) shall default in the payment of any installment of the rent or any payment due for five (5) days after the same shall become due, during which five (5) day period Tenant(s) may cure the default;

(b) Tenant(s) or any permitted assignee of Tenant(s) shall (i) apply for or consent to an appointment of a receiver, a trustee or liquidator; (ii) be unable or admit in writing his/her/their inability to pay his/her/their debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against her/him/them in any bankruptcy, reorganization or insolvency proceeding;

(c) An order, judgment or decree shall be entered, without the application, approval or consent of Tenant(s) or any permitted assignee of Tenant(s) by any court of competent jurisdiction, approving a petition seeking reorganization of Tenant(s) or such assignee or appointing a receiver, trust or liquidator of Tenant(s) or such assignee and such order, judgment or decree shall continue in effect for any period of thirty (30) consecutive days; or

(d) Any other default by Tenant(s) in performing any of his/her/their other obligations hereunder shall continue uncorrected for fifteen (15) days after written notice thereof from Landlord, during which period Tenant(s) or such assignee may cure the default; then the Landlord may, by giving written notice to Tenant(s), (a) terminate this Lease, (b) reenter the Premises by summary proceedings or otherwise, expelling Tenant(s) and removing all of Tenant's(s') property therefrom, and re-let the Premises and receive the rent therefrom, and (c) exercise any other remedies permitted by law; but Tenant(s) shall remain liable for the equivalent of the amount of all rent reserved herein, together with interest thereon at the rate of twelve (12%) percent per annum from the due date for payment thereof, less the avails of re-letting, if any. Tenant(s) shall also be liable for the reasonable cost of obtaining possession of and re-letting the Premises and of any repairs and alterations or other payments necessary to prepare them for re-letting. Any and all such amounts shall be payable to Landlord upon demand. Notwithstanding anything contained herein to the contrary, no termination of this Lease prior to the last day of the term hereof, except as provided in Sections 15 or 16 hereof, shall relieve Tenant(s) of his/her/their liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

12.2 Tenant(s) hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter or notice to quit provided for in any statute, or of the institution of legal proceedings to that end, and Tenant(s), for and on behalf of herself/himself/themselves and all persons claiming through or under Tenant(s) (including any leasehold mortgagee or other creditor), also waives any and all right of redemption or reentry or repossession, or to restore the operation of this Lease in case Tenant(s) shall be dispossessed by a judgment or by warrant of any court or judge, or in case of reentry or repossession, or in case of any termination of the Lease. Landlord and Tenant(s) also, so far as permitted by law, waive and will waive any and all right to a trial by jury in the event that summary possession proceedings shall be instituted by Landlord.

12.3 In the event of any breach or threatened breach by Tenant(s) of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in other remedies were not provided for in this Lease.

12.4 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing, at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise.

13. DESTRUCTION OF PREMISES.

If the demised premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving to Tenant(s), within sixty (60) days following the date of said occurrence, written notice Landlord's election so to do and, in event of such termination, the rent shall be adjusted as of the date of the occurrence of the destruction. In the event that the premises shall be rendered wholly untenable and the Landlord shall fail to restore the premises within ninety (90) days of said occurrence, then the Tenant(s) shall have the option to terminate this Lease on five (5) days notice to the Landlord.

In the event that fifty percent (50%) or more of the rentable area of the building containing the demised premises shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant(s) five (5) days prior written notice of Landlord' election so to do, which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination. As used in this section, the terms "demised premises" and "premises" shall be taken to exclude fixtures, floor coverings and all furniture and equipment installed or owned by Tenant(s).

14. EMINENT DOMAIN.

If the whole of the demised premises shall be condemned or acquired by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of vesting of title in such proceeding and all rentals shall be paid up to the date of the vacating of the premises by Tenant(s) and Tenant(s) shall have no claim against Landlord nor the condemning authority for the value of the unexpired term of this Lease.

If any part of the demised premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the demised premises unsuitable for the Tenant(s), then the term of this Lease shall cease and terminate as of the date of the vacating of such portion of the demised premises by Tenant(s). Tenant(s) shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease and Rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the Tenant(s), then Landlord shall promptly restore the demised premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking. In such event, the Rent payable hereunder shall be reduced from and after the date of the taking or casualty in the same proportion as the number of square feet in the Premises lost be reason of such taking or casualty bears to the taking or casualty.

In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant(s) shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, Tenant(s) hereby expressly waiving any right or claim to any part thereof.

15. CONDITION OF PREMISES.

Landlord represents that the Premises, the sidewalks and structures adjoining the same, and the present uses and non-uses thereof, meet all zoning, building, fire and other municipal, state and federal regulations and ordinances.

16. INDEPENDENT COVENANTS--NO WAIVE

16.1 Each and every of the covenants and agreements contained in this Lease shall be for all purposes construed to be separate and independent covenants and the waiver of the breach of any covenant contained hereby by Landlord shall in no way or manner discharge or relieve the Tenant(s) from Tenant's(s') obligation to perform each and every of the covenants contained herein.

16.2 If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

16.3 The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. All remedies to which Landlord may resort under the terms of this Lease or by law provided shall be cumulative.

17. **SUBORDINATION.**

This Lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant(s) shall execute promptly any certificate that Landlord may request. Tenant(s) thereby constitute and appoint Landlord as Tenant's(s') attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant(s). If, in connection with obtaining financing for the land and/or building, or of any ground or underlying lease, a banking, insurance or other recognized institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant(s) will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant(s) hereunder or materially and adversely affect the leasehold interest hereby created or Tenant's (s') use and enjoyment of the Premises.

18. **PRIOR NEGOTIATIONS.**

This Lease merges and supersedes all prior negotiations, representations and agreements and constitutes the entire contract between the parties hereto concerning the leasing of the Premises, the improvements thereon and the other matters provided for herein.

19. **QUIET ENJOYMENT.**

Landlord covenants that Tenant(s), upon paying the rent and performing the covenants hereof on the part of Tenant(s) to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises and all related appurtenances, rights, privileges and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming by, through or under it.

20. **RETURN OF PREMISES.**

At the expiration or other termination of the term hereof, Tenant(s) will remove from the Premises his/her/their property and that of all claiming under him/her/them and will peaceably yield up to Landlord the Premises in as good condition in all respects as the same were at the commencement of this Lease, except for ordinary wear and tear, damage by the elements, by any exercise of the right of eminent domain or by public or other authority, or damage which Landlord is required herein to replace, restore or rebuild.

21. **CONSTRUCTION.**

The mention of the parties hereto by name or otherwise shall be construed as including and referring to their respective successors and assigns as well as to the parties themselves whenever such construction is required or admitted by the provisions hereof; and all covenants, agreements, conditions, rights, powers and privileges hereinbefore contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of such parties, unless otherwise provided.

22. **PARKING**

Tenant(s) can only be allowed parking for _____ operating vehicles and one visitor vehicle in the driveway overnight. At no time there should be any non-operating vehicle in the driveway for overnight parking or storage. At no time should the front steps be blocked by a vehicle. Exceeding _____ vehicles in a driveway cause safety concerns such as an not limited to: blocking entrances, and blocking emergency exits. If tenant has more than _____ vehicles as

of the date the lease is sign, the tenant(s) has one hundred twenty days (equivalent to four months) find parking elsewhere for any additional vehicle(s).

23. GARBAGE DISPOSAL

Tenant(s) will be responsible to take out their trash receptacle in from of the residence in order for the city waste management to pick up. City waste management usually collects trash every Friday morning. For weeks that hold holidays, depending on the duration of the holiday, the "trash day" will be pushed back.

24. NOTICES.

Whenever notice shall be given under this Lease, the same shall be in writing and shall be sent by certified or registered mail as follows:

To the Landlord:

Address: _____

To the Tenant(s):

Address: _____

or to such other address or addresses as each party may from time to time designate by like notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

Landlord:

Tenant(s):
