

APARTMENT LEASE AGREEMENT

A State-Compliant Fixed-Term Residential Lease for Apartments (USA)

This Apartment Lease Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by _____ and _____ between the Landlord, _____, with a mailing address of _____, City of _____, State of _____ ("Landlord"), and the Tenant, _____, with a mailing address of _____, City of _____, State of _____ ("Tenant").

In consideration of the mutual promises, covenants, and obligations set out below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **THE PREMISES.** Landlord owns, or has authority to lease, the apartment unit and its improvements located at _____, City of _____, State of _____ (the "Premises"). Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, on the terms set out in this Agreement.

2. **LEASE TERM.** This Agreement shall begin on _____, 20____, and shall end at 11:59 P.M. on _____, 20____ (the "Term"). At the end of the Term, Tenant must vacate the Premises unless: (a) Landlord and Tenant sign a written extension or a new lease; or (b) Landlord knowingly accepts new rent from Tenant that is not past-due rent, in which case a month-to-month tenancy is created on the same terms and at the same rent, ending upon at least thirty (30) days' written notice from either party, or the minimum notice period required by state law, whichever is shorter. Time is of the essence with respect to any notice of termination.

3. **RENT.** Tenant shall pay Landlord rent of \$_____ per month ("Rent"), due in advance on the ____ day of each calendar month (the "Due Date"). Rent obligations are not excused or delayed by weekends or holidays.

A. **Late Rent.** Rent not received within ____ days of the Due Date is considered late, and a late fee of [] \$_____ or [] _____% of the overdue Rent shall apply for each [] day [] occurrence that Rent remains unpaid.

B. **Returned Payments.** If a Tenant payment is returned for insufficient funds or stopped, Tenant shall pay Landlord \$_____ per returned item, plus any applicable late fees, until the amount owed is paid in full. Landlord may thereafter require that Rent be paid only by cash, money order, or cashier's check.

C. **Application of Payments.** Landlord may apply any payment received from Tenant first toward non-rent charges (late fees, returned-payment charges, repair charge-backs, and utilities), and then toward Rent, regardless of any notation Tenant makes on the payment.

D. **Rent Increases.** Rent shall not increase during the Term. If the tenancy converts to month-to-month at the end of the Term, Landlord may increase Rent by providing written notice, effective on the first Rent Due Date that is at least ____ days after such notice.

4. **SECURITY DEPOSIT.** Upon signing this Agreement, Tenant shall pay Landlord a security deposit of \$_____ (the "Deposit"), receipt of which Landlord acknowledges, to secure Tenant's performance and any damage to the Premises.

A. **Use of Deposit.** Landlord may apply the Deposit to unpaid rent and to damages Landlord suffers because of Tenant's noncompliance with this Agreement or applicable law.

B. **Permitted Deductions** include, without limitation: unpaid or accelerated rent; late fees; unpaid utilities; cleaning, deodorizing, and repair costs beyond normal wear and tear; unauthorized-pet charges; replacement of unreturned keys, fobs, or security devices; removal of unauthorized locks or fixtures; removal and storage of abandoned property; towing of abandoned or illegally parked vehicles; reletting costs following a default; reasonable attorneys' fees and court costs; and any other amount Tenant owes under this Agreement. If deductions exceed the Deposit, Tenant shall pay the difference within ten (10) days of Landlord's written demand.

C. **Return of Deposit.** Landlord shall return the Deposit, less any lawful deductions, within the time required by state law or sixty (60) days after the end of the Term, whichever period is shorter.

5. **USE OF PREMISES.** The Premises shall be occupied only by Tenant and the following named individuals: _____, and shall be used solely as a private residence. No business, trade, or profession may be conducted on the Premises. No additional occupant may reside at the Premises without Landlord's prior written consent, other than temporary guests of Tenant. Tenant shall comply with all applicable laws, ordinances, and governmental orders affecting the use and occupancy of the Premises.

6. **CONDITION OF PREMISES.** Tenant acknowledges having inspected the Premises and confirms that, as of the start of the Term, the Premises are in good, safe, clean, and habitable condition, subject to any items noted on an attached move-in checklist.

7. **ASSIGNMENT AND SUBLETTING.** (select one)

☐ **Subletting Not Permitted.** Tenant may not assign this Agreement or sublet all or part of the Premises without Landlord's prior written consent. Consent to one sublease does not waive the requirement for consent to any later sublease. Any unauthorized assignment or sublease is void and, at Landlord's option, terminates this Agreement.

☐ **Subletting Permitted.** Tenant may sublet or license all or part of the Premises without Landlord's prior consent, provided Tenant notifies Landlord of the sub-tenant's name and address within five (5) days of subletting. Tenant remains fully liable for any breach of this Agreement by a sub-tenant.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant may not alter, improve, or add fixtures to the Premises without Landlord's prior written consent. Unless otherwise agreed in writing, any improvement made by Tenant becomes Landlord's property and remains with the Premises at the end of the Term.

9. **DELAYED POSSESSION.** If Landlord cannot deliver possession of the Premises at the start of the Term through no fault of Landlord, Rent shall abate until possession is delivered, and Landlord shall not otherwise be liable to Tenant. Landlord has up to thirty (30) days to deliver possession; if possession is delivered within that time, Tenant agrees to accept the Premises and pay Rent from the date of delivery. If possession cannot be delivered within thirty (30) days, this Agreement terminates and any amounts paid by Tenant shall be refunded.

10. **HAZARDOUS MATERIALS.** Tenant shall not keep any item on the Premises of a dangerous, flammable, or explosive nature that would unreasonably increase the risk of fire or that a reasonable insurer would consider hazardous.

11. **UTILITIES.** Tenant is responsible for arranging and paying for all utilities and services supplied to the Premises, except as otherwise stated in writing by Landlord.

12. **MAINTENANCE AND TENANT RESPONSIBILITIES.** At Tenant's own expense, Tenant shall keep the Premises clean, sanitary, and in good repair throughout the Term, and shall in particular:

- not obstruct driveways, walkways, stairways, or common entryways, which are for ingress and egress only;
- keep all windows, doors, locks, and hardware clean and in good repair, and not leave them open during inclement weather;
- not hang laundry or other items from windows, railings, porches, or balconies;
- not install locks, hooks, or fixtures without Landlord's prior written consent;
- keep HVAC filters clean and replace them as needed;
- use plumbing fixtures only for their intended purpose and avoid discharging debris into them;
- ensure that Tenant, occupants, and guests do not create loud or disruptive noise, and keep electronic devices at a reasonable volume;
- dispose of trash and refuse only in designated areas; and
- comply with all rules and regulations of any applicable homeowners' or condominium association.

13. **PETS.** (select one)

☐ **Pets Allowed.** Tenant may keep up to _____ pet(s) on the Premises, limited to ☐ Dogs ☐ Cats ☐ Fish ☐ Other: _____, not exceeding _____ pounds each, subject to a pet fee of \$_____ per pet. Tenant is liable for any injury, damage, or cleaning caused by a pet, and for all costs of removing an unauthorized animal.

☐ **Pets Not Allowed.** No animals are permitted on the Premises or in any common area, except a service or assistance animal as required by law. Keeping an unauthorized pet is a material breach permitting immediate termination and a fee equal to one month's Rent.

14. **QUIET ENJOYMENT.** So long as Tenant pays Rent and performs Tenant's obligations under this Agreement, Tenant shall peacefully hold and enjoy the Premises for the Term without interference from Landlord.

15. **INDEMNIFICATION.** Except to the extent caused by Landlord's negligence, Landlord shall not be liable for injury to Tenant, Tenant's household, guests, or invitees, or for damage to their property, occurring on or about the Premises. Tenant agrees to indemnify and hold Landlord harmless from claims arising from Tenant's use of the Premises.

16. **DEFAULT.** If Tenant materially fails to comply with this Agreement, Landlord may terminate this Agreement seven (7) days after delivering written notice describing the noncompliance, unless Tenant cures the default within that period (where curable). If Tenant fails to pay Rent when due and the default continues for seven (7) days, Landlord may declare the remaining Rent for the Term immediately due, terminate this Agreement, and pursue any remedy available at law.

17. **ABANDONMENT.** If Tenant abandons the Premises during the Term, Landlord may retake possession as permitted by law without liability to Tenant, and may relet the Premises on Tenant's behalf. Tenant remains liable for any shortfall between the Rent due under this Agreement and the rent actually collected through reletting. Personal property left on the Premises after Landlord retakes

possession following abandonment shall be considered abandoned, and Landlord may dispose of it without liability.

18. **ATTORNEYS' FEES.** If Landlord retains an attorney to enforce this Agreement, collect Rent, or regain possession of the Premises, Tenant shall reimburse Landlord's reasonable attorneys' fees and costs.

19. **RECORDING.** Tenant shall not record this Agreement in any public records. Doing so is a material breach that, at Landlord's option, immediately terminates this Agreement.

20. **GOVERNING LAW.** This Agreement is governed by the laws of the State in which the Premises are located.

21. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and shall be enforced to the maximum extent the law allows.

22. **BINDING EFFECT.** This Agreement binds and benefits the heirs, legal representatives, successors, and permitted assigns of the parties.

23. **NON-WAIVER.** Landlord's delay or failure to enforce any right under this Agreement is not a waiver of that right or of any other breach by Tenant.

24. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, together with any attached exhibits, contains the entire understanding between the parties regarding the Premises and supersedes all prior negotiations or representations, oral or written. It may be modified only by a written amendment signed by both parties.

25. **NOTICES.** Any notice under this Agreement or required by law shall be delivered to Tenant at the Premises _____ and _____ to _____ Landlord _____ at: _____.

26. **LEAD-BASED PAINT DISCLOSURE.** If the Premises were built before 1978, Tenant acknowledges receipt of a separate Lead-Based Paint Disclosure and the pamphlet "Protect Your Family from Lead in Your Home," as required by federal law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Apartment Lease Agreement as of the date(s) written below.

Landlord's Signature

Print Name: _____ Date: _____

Tenant's Signature

Print Name: _____ Date: _____

Tenant's Signature (if applicable)

Print Name: _____ Date: _____

This template is provided for general informational purposes only and does not constitute legal advice. Landlord-tenant law varies by state and locality; consult a qualified attorney before use.