

A Free, Printable Basic Residential Lease Template for the USA

☐ The following individual(s), in addition to Tenant, may occupy the Premises ("Occupant(s)"): _____

☐ There are no Occupant(s) other than Tenant.

7. **PERMITTED USE.** (select one)

☐ The Premises may be used as a residential dwelling only.

☐ The Premises may be used as a residential dwelling and: _____.

8. **FURNISHINGS.** (select one)

☐ The Premises will be furnished with: _____.

☐ The Premises is not furnished.

9. **APPLIANCES.** (select one)

☐ Landlord will provide the following appliances: _____.

☐ Landlord will not provide any appliances.

10. **RETURNED (NSF) PAYMENTS.** (select one)

☐ A fee of \$_____ per incident applies to any returned/NSF Rent payment.

☐ No fee applies to a returned/NSF payment.

11. **LATE FEE.** (select one)

☐ A late fee of \$_____ applies as a ☐ one-time payment ☐ per day Rent is late. Rent is considered late if not paid within _____ day(s) of the Due Date.

☐ No late fee applies.

12. **FIRST MONTH'S RENT.** (select one)

☐ Due upon execution of this Agreement.

☐ Due on the first day of the Lease Term.

13. **PRE-PAYMENT OF RENT.** (select one)

☐ Tenant shall pre-pay \$_____ in Rent for the period _____, 20____ through _____, 20____, due upon execution of this Agreement.

☐ Tenant is not required to pre-pay Rent.

14. **PRORATION PERIOD.** (select one)

☐ Tenant will take possession before the Lease Term begins, on _____, 20____, and agrees to pay \$_____ for the proration period, calculated by prorating the monthly Rent on a daily basis, due upon execution of this Agreement.

☐ Tenant will not take possession before the Lease Term begins.

15. **MOVE-IN INSPECTION.** (select one)

☐ Landlord and Tenant will inspect the Premises and record any existing damage or needed repairs on a move-in checklist.

☐ No move-in inspection or checklist will be completed.

16. **PARKING.** (select one)

☐ Landlord will provide _____ parking space(s) for a fee of \$_____ paid ☐ at signing ☐ monthly in addition to Rent. The space(s) are described as: _____.

☐ Landlord will not provide parking.

17. **SALE OF PROPERTY.** If the Premises is sold, Tenant will be notified of the new owner, and, if there is a new manager, their maintenance/repair contact information will be provided. If ownership transfers, the new owner (select one): ☐ has the right to terminate this Agreement with _____ days' notice to Tenant, or ☐ does not have that right.

18. **EARLY TERMINATION.** (select one)

☐ Tenant may terminate this Agreement at any time with at least _____ days' written notice and an early-termination fee of \$_____. Tenant remains responsible for Rent during the notice period.

☐ Tenant does not have the right to terminate this Agreement early.

19. **SMOKING POLICY.** (select one)

☐ Smoking is permitted only in the following areas: _____.

☐ Smoking is prohibited on the Premises and in all common areas.

20. **PETS.** (select one)

☐ Tenant may keep _____ pet(s) on the Premises, consisting of: _____ (types allowed), not exceeding _____ pounds. A pet fee of \$_____ applies and is ☐ non-refundable ☐ refundable, less any pet-related damage. Tenant is responsible for all pet-related damage, regardless of ownership, and shall restore the Premises at Tenant's expense.

☐ Tenant may not keep pets on the Premises or in common areas.

21. **WATERBEDS.** (select one)

☐ Tenant may use a waterbed on the Premises.

☐ Tenant may not use a waterbed on the Premises.

22. **NOTICES.** Notices shall be sent to:

Landlord's/Agent's _____

Address: _____

Tenant's Mailing Address (select one): ☐ The Premises ☐ Other: _____

23. **MANAGER/AGENT.** (select one)

☐ Landlord has an on-site manager who may be reached for maintenance or repair at: Name: _____ Phone: (____) ____-____ Email: _____

☐ Landlord has no on-site manager. Landlord may be reached at: Phone: (____) ____-____ Email: _____

24. **POSSESSION.** Tenant has examined the Premises and, by taking possession, accepts it in its current condition, except as otherwise noted in this Agreement. If Landlord fails to deliver possession at the start of the Lease Term, Tenant may terminate this Agreement, and any Security Deposit, pre-paid rent, or application fee already paid shall be returned to Tenant.

25. **ACCESS.** At the start of the Proration Period or the Lease Term, whichever is earlier, Landlord shall provide Tenant the keys, fobs, or other access needed to enter the Premises and common areas. Duplicate access items require Landlord's consent and may carry a replacement fee. All access items must be returned to Landlord at the end of this Agreement, or a fee will be charged or deducted from the Security Deposit.

26. **SUBLETTING.** Tenant may not sublet the Premises without Landlord's prior written consent. Consent to one sublease does not constitute consent to any later sublease.

27. **ABANDONMENT.** If Tenant vacates or abandons the Premises for the minimum period set by state law, or seven (7) days, whichever is shorter, Landlord may immediately terminate this Agreement and remove any belongings or personal property left on the Premises.

28. **ASSIGNMENT.** Tenant may not assign this Agreement without Landlord's prior written consent. Consent to one assignment does not constitute consent to any later assignment.

29. **RIGHT OF ENTRY.** Landlord may enter the Premises during normal business hours, with at least twenty-four (24) hours' notice, to inspect, make repairs or improvements, provide agreed services, or for any other reasonable purpose, and may show the Premises to prospective buyers, lenders, or tenants on reasonable notice.

30. **MAINTENANCE, REPAIRS, AND ALTERATIONS.** At Tenant's own expense, Tenant shall keep the Premises clean and sanitary, and shall return it at the end of the Lease Term in as good condition as received, normal wear and tear excepted. Tenant may not make alterations without Landlord's written consent. Landlord is responsible for the structural interior and exterior repairs of the building. Landlord makes no warranty regarding repair or replacement of any washer, dryer, freezer, dehumidifier, or air-conditioning unit included with the Premises. Landlord will install fresh batteries in battery-operated smoke detectors at move-in; after that, Tenant is responsible for battery replacement, and for a monthly check that any fire extinguisher remains charged.

31. **NOISE AND WASTE.** Tenant shall not commit waste, maintain a nuisance, or use the Premises unlawfully, and shall comply with all applicable local, county, and state noise ordinances.

32. **GUESTS.** No one other than Tenant and any listed Occupant(s) may live on the Premises. Guests may stay no longer than 48 hours unless Landlord approves a longer stay in writing.

33. **COMPLIANCE WITH LAW.** Tenant shall promptly comply with all present and future laws, ordinances, and governmental requirements applicable to the Premises or its use or occupancy.

34. **DEFAULT.** If Tenant fails to comply with any material or financial term of this Agreement, or with any rule Landlord lawfully prescribes, Landlord may terminate this Agreement after delivering written notice specifying the noncompliance and, where required, allowing the time period stated in that notice to cure it. If Tenant fails to pay Rent when due and the default continues for the notice period, Landlord may declare the full remaining balance of Rent for the Lease Term immediately due and pursue any remedy available at law.

Tenant is in default if: (a) Tenant fails to pay rent or other amounts owed; (b) Tenant, guests, or Occupant(s) violate this Agreement or applicable fire, safety, health, or criminal laws, regardless of arrest or conviction; (c) Tenant abandons the Premises; (d) Tenant provided false information on the rental application; (e) Tenant or an Occupant is arrested, convicted, or receives deferred adjudication for an offense involving physical harm to a person or involving a controlled substance under state law; (f) illegal drugs or paraphernalia are found on the Premises or on Tenant, guests, or Occupant(s); or (g) as otherwise permitted by law.

35. **MULTIPLE TENANTS/OCCUPANTS.** Each person considered a Tenant is jointly and individually responsible for every obligation under this Agreement, including Rent. A violation by any Tenant, guest, or Occupant is treated as a violation by Tenant. Notice to any adult Tenant or Occupant constitutes notice to all Tenants, and notice from any one of them (including repair requests) constitutes notice from Tenant.

36. **DISPUTES.** Before pursuing litigation, the Parties agree to attempt to resolve any dispute arising under this Agreement through good-faith negotiation.

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

38. **SURRENDER OF PREMISES.** Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living there, in Landlord's reasonable judgment, or (b) all access items have been returned to Landlord — whichever occurs first. Tenant shall surrender the Premises in as good condition as at the start of the Lease Term, reasonable wear and damage by the elements excepted.

39. **NO RETALIATION.** Landlord shall not take any retaliatory action against Tenant, including restricting access, reducing or canceling services or utilities, or refusing to make repairs, in response to Tenant's exercise of a legal right.

40. **WAIVER.** Landlord's waiver of one breach of this Agreement does not waive any other breach, or a later breach of the same term. No waiver is effective unless made in a signed written amendment.

41. **REASONABLE ACCOMMODATION.** If Tenant has a disability, Landlord shall provide reasonable modifications to the Premises unless doing so would be unduly difficult or expensive. Tenant is encouraged to submit any accommodation request to Landlord in writing.

42. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item presenting a fire hazard, including compressed gas, gasoline, fuel, propane, kerosene, motor oil, or fireworks, other than what is reasonably needed for ordinary cooking or an included appliance.

43. **INDEMNIFICATION.** Except where caused solely by Landlord's negligence, Landlord is not liable for injury or damage occurring on the Premises or in common areas, and Tenant agrees to hold Landlord harmless from related claims. Tenant is encouraged to obtain renter's insurance at Tenant's own expense.

44. **BINDING EFFECT.** The covenants of this Agreement bind and benefit the heirs, legal representatives, and assigns of the Parties.

45. **PREMISES DEEMED UNINHABITABLE.** If the Premises becomes uninhabitable due to damage beyond reasonable repair, Tenant may terminate this Agreement by written notice to Landlord. If the damage resulted from Tenant's negligence, Tenant is liable for repair costs and any resulting loss of

rental income, plus any other losses Landlord can prove.

46. **LEAD-BASED PAINT.** (select one)

☐ The Premises was built before 1978, and the attached "Lead-Based Paint Disclosure" must be initialed and signed by Landlord and Tenant.

☐ The Premises was not built before 1978.

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

48. **ADDITIONAL TERMS AND CONDITIONS.** _____

_____.

49. **ENTIRE AGREEMENT.** This Agreement, together with any attachments, contains the complete understanding of the Parties regarding the Premises and replaces any earlier discussion, understanding, or oral agreement. The Parties agree to be bound by these terms through the end of the Lease Term.

SIGNATURES

Landlord's Signature

Print Name: _____ Date: _____

Tenant's Signature

Print Name: _____ Date: _____

Tenant's Signature (if applicable)

Print Name: _____ Date: _____

Agent's Signature (if applicable)

Print Name: _____ Date: _____

AMOUNT DUE AT SIGNING

Security Deposit: \$ _____

First Month's Rent: \$ _____

Parking Fee: \$ _____

Pet Fee(s): \$ _____

Pre-Payment of Rent: \$ _____

Proration Amount: \$ _____

Total Amount Due: \$ _____

ATTACHMENT — DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

1. **LEAD WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly, and is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose any known lead-based paint or lead-based paint hazards, and tenants must receive a federally approved pamphlet on lead-poisoning prevention.

2. **LANDLORD'S DISCLOSURE.** (select one for each)

(a) Presence of lead-based paint and/or hazards:

☐ Known lead-based paint and/or hazards are present in the housing (explain):
_____.

☐ Landlord has no knowledge of lead-based paint or hazards in the housing.

(b) Records and reports available to Landlord:

☐ Landlord has provided Tenant with all available records and reports regarding lead-based paint or hazards (list below).

☐ Landlord has no records or reports regarding lead-based paint or hazards.

3. **TENANT'S ACKNOWLEDGMENT.**

☐ Tenant has received copies of all information listed above.

☐ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

4. **AGENT'S ACKNOWLEDGMENT.**

☐ Agent has informed Landlord of Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of their responsibility to ensure compliance.

5. **CERTIFICATION OF ACCURACY.** The undersigned have reviewed the information above and certify, to the best of their knowledge, that it is true and accurate.

Landlord's Signature

Print Name: _____ Date: _____

Tenant's Signature

Print Name: _____ Date: _____

Tenant's Signature (if applicable)

Print Name: _____ Date: _____

Agent'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 significantly by state and locality; consult a qualified attorney before use.