

M.-J. Taylor
727 Catherine Street Key West, Fl 33040
mjtaylor@cyber-key.com / 305-872-0059
RESIDENTIAL LEASE AGREEMENT

A. Resident (Full Legal Name):

Names of Authorized Occupants and Relationship to Lessee(s):

Occupant's Name	Relationship	Age
_____	_____	_____
_____	_____	_____

As used in this Agreement, the term "Resident" refers to the Lessee(s) and any Authorized Occupants. If this Agreement is executed

By more than one Lessee, each Lessee shall be jointly and severally responsible for compliance of all of the terms and conditions

Contained herein.

B. Premises (Address):

C. Terms of Agreement: The term of this Agreement shall begin on _____ and end _____. The term of this lease will be automatically renewed annually unless either party gives a **30-day written notice to terminate agreement. A new lease will be signed by both parties.**

D. Rent: Resident agrees to pay \$_____ for the partial month ending on_____.

After that, resident agrees to a monthly rental payment of \$_____. This amount is due and payable ON OR BEFORE the 25th of each month. Time is of essence and no excuses will be accepted.

Please mail rent payment to address above or make arrangements to deposit directly (preferred).

NOTE: Generally rent will be increased 3%-5% annually.

E. Utilities and Services: Resident agrees to obtain electric, water, garbage service (may not apply) etc.

F. Eviction: If rent and late payments are not received by the 15th day past due, eviction may begin.

1. **Late Payments:** Rental payment 5 days past due will be charged a 5% late fee in the amount of \$____NA____ and \$35.00 for returned checks.

2. **Security Deposit:** Resident agrees to deposit with Lessor the sum of \$____ prior to taking possession of the Premises. This sum shall be held in trust as a Security Deposit at Capital Bank. ASHEVILLE NC 28804. **Note: Resident may not apply deposit towards rent or other charges.**

A. IF THE SECURITY DEPOSIT IS DEPOSITED IN AN INTEREST BEARING ACCOUNT, RESIDENT AGREES THAT ANY INTEREST THAT ACCRUES SHALL BE FOR THE SOLE BENEFIT OF LESSOR AND MAY BE WITHDRAWN BY LESSOR AT ANY TIME.

B. Within 30 days after Resident vacates premises Lessor will refund to Residents last known address the amount of the Deposit LESS any amount needed to pay the cost of:

- (1) unpaid rent, charges or court costs;
- (2) cleaning needed or damage to the Premises in excess of normal wear and tear;
- (3) any unpaid bills that become a lien on the Premises;
- (4) re-renting the Premises after a breach by the Resident;
- (5) \$100.00 carpet cleaning charge if needed;

3. **Pets:** Pets will be allowed at the sole discretion of the Lessor for an additional \$50 per month per pet.

a. Should Lessor allow any animal, bird, fish, or pet of any kind be in the Premises at any time, Resident shall pay to Lessor a refundable damage fee of \$ 250 per pet.

b. In most cases, dogs will not be allowed unless it can be shown that the dogs will not damage floors.

4. Use of the Premises: Resident agrees to use the Premises for residential purposes only. However, where allowed by law Resident may have a home office provided that such home office (a) does not generate any additional traffic and (b) does not cause any disturbance of other occupants of the Property.

5. Assignment and Subletting/Transfer of Interest: Resident may not assign or sublet this lease or the Premises in any manner. It is understood that Lessor may sell the Premises. In the event that the Premises is sold, this lease would be transferred to new Owner(s) and Resident's sole remedy would be against Lessor's successor.

6. Maintenance: Resident agrees that Lessor is entitled to a reasonable time to make any necessary repairs or Maintenance and Resident shall not be entitled to any abatement for any inconvenience during that reasonable time. Resident further understands that rent may not be withheld under any circumstance.

A. Resident Agrees To:

- (1) keep the Premises, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;
- (2) keep toilets and drains open; **(stopped toilets caused by residents negligence will be billed accordingly)**
- (3) **keep lawn mowed and plants free of weeds or debris that may be unsightly;**
- (4) remove garbage and other waste from the Premises;
- (5) supply all electric light bulbs;
- (6) **periodically inspect the smoke detectors to ensure their operability;**
- (7) **test and replace batteries annually or as needed.**
- (8) **do nothing to disable the smoke detectors.**
- (9) **Change AC filters on a regular basis – or forfeit damage deposit for AC maintenance.**

7. Damages: Whenever damage is caused by abuse, or neglect on the part of the Resident, or guests, Resident agrees to pay:
a. The cost of all repairs and to do so within thirty days after receipt of Lessor's demand for the repair charges; and
b. Rent for the period the Premises is damaged, whether or not the Premises is habitable.

8. Restrictions and Alterations: Resident agrees not to do any of the following without first obtaining Lessor's written permission:

- a. Change or remove any part of the appliances, fixtures or equipment in the Premises;
- b. Paint or install paneling, wallpaper, or contact paper in the Premises;
- c. Attach awnings or window guards in the Premises;
- d. Attach or place any fixtures, signs, fences, or clotheslines on or in the building;
- e. Attach any shelves, dividers, screen doors or make any other temporary or permanent improvements in the Premises;
- f. Place or attach any aerials, antennas, satellite dish, or other electrical connection on the Premises.
- g. Smoke or allow anyone to smoke in any unit. Generally it is preferred that there is no smoking on the property at all.

9. General Restrictions and Obligations of Resident:

A. Resident Agrees Not To:

- (1) Permit any person other than those listed as occupants to reside in the Premises. A person shall be presumed to reside in the Premises if they are an overnight guest for 10 consecutive days, or for any 14 days during any 60 day period;
- (2) Use the Premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;
- (3) Make or permit noises or acts that will disturb the rights or comfort of anyone.
- (4) Use a portable grill within five feet of the Premises or any combustible material; and
- (5) Introduce any fossil fuel burning, electric heating unit or generator into the dwelling.
- (6) Do anything Lessor would consider offensive or obnoxious.

B. Resident Agrees To:

- (1) Allow Lessor to immediately dispose of any property left by Resident when he/she surrenders or abandons the Premises

10. Right of Entry: Lessor reserves the right to enter the Premises during reasonable times for any inspections, maintenance, or improvements deemed necessary or desirable in Lessor's sole discretion, or to show the Premises to prospective residents during the last thirty (30) days of the rental term. Lessor reserves the right to place "For Rent" and/or "For Sale" signs on the Premises as needed Lessor reserves the right to enter the Premises, with or without notice to Resident, at any time deemed necessary to protect life or prevent damage to the Premises.

11. Automobiles and Parking:

- a. Lessor reserves the right to control parking in any manner it deems necessary in its sole discretion.
- b. All vehicles must be kept in proper operating condition so as not to be a nuisance by reason of noise, appearance, or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property.
- c. Any vehicle parked on the Premises or property that is unlicensed, inoperable, abandoned, may be towed away and stored at its owner's expense without Lessor incurring any liability to anyone for any reason.

12. Drug and Crime-Free Housing:

- a. Resident and guests or visitors shall not engage in or facilitate criminal activity of any kind on or near the property;
- b. Proof of a violation of this paragraph shall be by preponderance of the evidence;
- c. The fact that prosecution involving criminal activity has not commenced or concluded, or has concluded without a conviction shall not preclude the termination of this Agreement or the bringing of any civil action by Lessor;
- d. Lessor may accept rent due and owing with knowledge of any illegal acts that violate this Agreement without such collection constituting a waiver of the default(s).

13. Insurance, Release, and Indemnity: Resident agrees that they should secure insurance to protect all personal property against loss resulting from theft, fire, storm, and other hazards and casualties.

- a. Resident agrees to indemnify, and hold harmless Lessor and its agents from and against all damage, claims, liabilities, or other costs (including attorney's fees and court costs) arising out of:
 - (1) any harm to person or property resulting from the negligent or intentional acts or omissions of Resident or guests;
 - (2) any injury resulting from any breach of this Agreement by Resident;
 - (3) Resident's failure to comply with any requirements imposed by any governmental authority;
 - (4) any judgment, lien, or other encumbrance filed against Lessor or the Premises as a result of Resident's actions; and

14. Security: Lessor, its agents and employees do not make any representations regarding the security of the Premises. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident understands and agrees that Resident and occupants are exclusively responsible for protecting themselves, the Premises and guests from crime, fire, and any other damage

- a. If security systems and/or personnel are present at the Premises or common areas, no representation is made that they will prevent crime or injury and Lessor reserves the right to modify or eliminate any security system at any time without notice and without such actions constituting a breach of this Agreement or any other obligation;

15. Fire or Casualty: Resident shall immediately notify Lessor of any damage to the Premises by fire or other casualty, Lessor may at its sole discretion elect to repair the damage within a reasonable time and Residents obligations under this Agreement shall continue. If Lessor elects not to repair the Premises, this Agreement shall terminate as of the date of the damage. Resident shall always be liable for and hold Lessor harmless for any damages caused by or attributable to Resident or Resident's guests or agents.

16. Rental Application: Resident understands that Lessor has relied upon the Rental Application submitted by Resident as an inducement for entering into this Agreement, if any facts are determined to be false, Lessor may terminate tenancy and collect damages.

17. Severability: In the event that any provision of this Agreement is deemed by any Court of competent jurisdiction to be Unenforceable, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

18. Non-Waiver: Failure of Lessor to insist upon the strict performance of the terms contained herein shall not be construed as a waiver of Lessor's rights thereafter to enforce any such terms, but the same shall continue in full force and effect. Lessor's acceptance of any monthly rental payment after the due date shall not constitute a waiver of its right to receive future rent payments on the due date.

19. Remedies: All remedies under this Agreement or allowed by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Resident or occupants, or if Resident brings unsuccessful action against Lessor, Resident shall pay to

Lessor all costs associated with such action, including court costs and attorney's fees.

20. Resident's Duties Upon Termination: Upon any termination of the tenancy, whether for breach or otherwise, Resident shall,

- a. Pay all utility bills due for services to the Premises for which Resident is responsible;
- b. Vacate the Premises and remove all personal property;
- c. Properly clean the Premises, including plumbing fixtures, refrigerators, stove and sinks, and remove all rubbish and trash;
- d. Make any repairs necessary to return the Premises to the same condition it was at the beginning of the tenancy, less ordinary wear and tear;
- e. Fasten and lock all doors and windows;
- f. Return all keys to Lessor; and
- g. Provide Lessor with a forwarding address and phone number.

21. Default: In the event that Resident fails to comply with any of the terms and conditions contained herein or referenced hereto, such failure shall constitute a default under this Agreement. In the event of a default by Resident:

- a. Lessor may with or without notice to Resident:
 - (6) terminate this Agreement; or
 - (7) terminate Resident's right to possession of the Premises without terminating this Agreement.
- b. Lessor shall be entitled to immediate possession of the Premises and Resident shall peacefully surrender the Premises to Lessor;
- c. Should Resident fail to surrender possession of the Premises, Lessor shall re-enter and retake possession through a summary ejectment proceeding or expedited eviction proceeding;
- d. In the event that Lessor terminates Resident's right to possession without terminating the Agreement, Resident shall remain liable for the full performance of all terms and conditions under this Agreement and Lessor shall use reasonable efforts to re-let the Premises on Resident's behalf and Resident shall remain liable for any resulting costs, deficiencies, or damages. Resident remains responsible for the monthly rental amount owed under this Agreement until the Premises is re-rented or the lease term ends, whichever comes first.

22. Special Provisions: Lessor and Resident also acknowledge and agree that the following agreements are incorporated by reference as part of this Agreement:

23. In Witness Hereof, the Lessee(s) and the Lessor duly execute this Lease Agreement, on the date written below. By executing this agreement, **Lessee(s) acknowledges having read and agreed to all the provisions of this Agreement.** Resident further acknowledges consulting with, or having had the opportunity to consult with counsel prior to executing this Agreement.

This the _____ day of _____, _____.
(Month) (Year)

Lessee(s):

Lessor (Owner):

First Middle Last (Seal)

M.-J. Taylor
(Print name of Lessor – Owner)

First Middle Last (Seal)

By: _____

First Middle Last (Seal)

First month's rent	\$
Last month's rent	\$
Deposit	\$
Less Holding Deposit	\$
Due Prior to Move in	\$

First Middle Last (Seal)