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# Residential Rental And Lease Agreement

This Agreement made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, By and Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as owner: and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(here after referred to as “Tenant”).

For and in consideration of the mutual covenants and agreements set forth herein, (the same being fully included as part of this lease), Owner does lease to Tenant and Tenant does hereby lease from Owner, the “Premises”, Including fixtures and accessories as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term of Agreement Monthly Rate Deposit/Cleaning \_\_\_ months $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

Start Date-Ending Date 10% Late Fee After 5th of Month Security Deposit

 Amount

\_\_/\_\_/20\_\_ - \_\_/\_\_/20\_\_ $\_\_\_\_\_\_/Month $\_\_\_\_\_\_\_\_\_

Tenant accepts the condition of the property as move in ready and will be responsible for any general cleaning required before move in. Landlord will not be responsible for any items needed to make the property move in ready and habitable including, cleaning, making sure that appliances are in good working order, lighting furnace and water heater, checking all faucets and drains for proper use, cleaning up any yard debris and or trash, cleaning out garage or any items on or under deck, or anything else that would cost less than $\_\_\_\_\_\_\_\_ dollars to repair, haul, or maintain.

**Total Amount required for move in $\_\_\_\_\_\_\_\_\_\_\_\_**

**This amount includes First Months Rent, And Last two months rent**

Last (2) Months Rent Paid in Advance: Yes No

THIS IS A BINDING LEAGAL AGREEMENT.

PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING.

 **SIGNITURES**

TENANT (S):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

(Certified Signing Agent for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Date

 **ADDITIONAL AGREEMENTS**

Premises are to be occupied by \_\_\_\_ adult (s) and \_\_\_ Children. If you wish to have more than one adult(s) (over nineteen years of age) this must be agreed to by the Owner and $\_\_\_\_\_\_\_ per month per additional adult will be added to the rent.

### RESPONSIBILITIES AND REQUIREMENTS

1. This lease is a term lease which term expires on the last day of the term expressed above. Tenants agree that rent is due and payable on the First Day of each Month and agrees to pay an additional Ten percent (10%) in rent late charges if FULL RENT is not paid by the 5th day of the month. The rent shall be paid to owner address as Follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Tenant agrees to pay a $25.00 charge for returned checks, regardless of the circumstances. If owner receives more than one non-sufficient funds check from Tenant, Tenant will be required to pay rent by cashier’s check, Money Order, or Credit Card only.
2. Tenant agrees not to withhold rent for any reason.
3. In accordance with the Landlord Tenant Act, Revised December 1989, Owner agrees to:
	1. Immediately notify Tenant of any changes as to the address of Management
	2. To maintain all structural components in good repair.
	3. Keep common areas reasonably clean and safe from defects which may inverse the hazards of fire or accidents
	4. Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the owner in reasonably good working order.
	5. Provide reasonable locks.
	6. Repair defects within the time frame outlined by law.

5. In accordance with the Landlord Tenant Act, Revised December 1989, tenant agrees to inform Owner of needed repairs in writing. Tenant will also call Owner immediately when leaking water or other “Immediate Attention” repairs are observable. Repairs will be made at the discretion of the Owner and minor repairs (repairs requiring less than $\_\_\_\_\_\_\_\_\_ in materials) are the responsibility of the Tenant. If repair is determined to be the responsibly of the Tenant, Tenant agrees to pay for such repair. Before exercising any of the remedies in accordance with the Landlord Tenant Act, Tenant must be current in rent. Tenant shall not permit any act or thing deemed extra hazardous by the Owner on account of Fire or other hazard that will increase the rate of insurance on the premises. In case the premises shall be damaged by fire, rain, wind, or other cause beyond the control of owner, unless the same shall occur for any reason for which the Tenant is responsible, then the premises shall be repaired within a reasonable time at the expense of the Owner, and in case of damages so extensive as to render the premises unfit for human habitation, the rent shall cease until such time as the premises shall be put completely back in repair. In case of total destruction of the premises the rent shall be paid up to the time of such destruction, and from thence forth this agreement shall cease and come to an end. In the event the damage is caused by act of the Tenant or someone on the property by reason of Tenant’s permission or consent, there shall be no reduction of rent and Tenant shall be liable for all cost of repair.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Tenant acknowledges the receipt of \_\_\_ front door key(s) and \_\_\_ Storage key(s). Resident will be billed $50.00 the cost of key replacement, re-keying, or lock replacement if any keys are lost, stolen, or not returned upon vacating unit.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Deposit/Cleaning/Security Deposit (hereafter called deposit) of $\_\_\_\_\_\_\_\_ will be required prior to the Tenant’s occupancy. All or a portion of the deposit may be retained by Owner and a refund of any portion of such deposit is conditioned on the following:
	1. Tenant shall fully perform his/her obligation hereunder and these terms and/or as may be subsequently amended.
	2. Tenant shall occupy premises for the FULL TERM agreed to herein, or any written extension.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

C) Tenant shall clean, repair, and restore said premises and return the same to Owner as its initial condition, except for reasonable wear upon termination of this tenancy and vacating of premises.

 **General cleaning is not considered normal or reasonable wear**.

 D) Carpets and drapery must be commercially cleaned to the satisfaction of Owners, with receipts provided, or Tenant agrees that costs for same will be withheld from their deposit. Carpet and Drapery cleaning are not considered normal or reasonable wear

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Any refund from deposit, with itemized statement, shown to be due to Tenant, Shall be returned to Tenant within (20) days after termination of this tenancy and vacating of the premises, mailed to the last known address.
2. Tenant agrees to pay any balance due within Ten (10) days of billing.
3. The Tenant agrees to allow Owner the right to enter the premises at reasonable hours, after delivering a 24 hour notice, for inspections, repairs, improvements, supply services, or to show premises to prospective buyers, Tenants, or workmen. Owner may enter premises without consent in case of emergency.
4. If Tenant shall continue occupancy after the expiration date provided herein, Owner and tenant will agree to a new expiration date and/or rental rate terms, in writing, thirty (30) days prior to any extension period. The lease conditions remain the same. Carpets and draperies will be cleaned and paid for by Tenant within the original lease period and again upon termination of his/her tenancy.
5. Tenant agrees to provide notice of intention to vacate in accordance with the Landlord Tenant Act (Twenty (20) days written notice before the end of the lease). When occupying premises on a month-to-month arrangement, Tenant will provide written notice of intent to vacate to owner no later than twenty (20) days prior to the beginning of the next full rental period.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. If additional tenants are agreed to by owner other than those listed above, an additional deposit shall be required and rent may be increased. All additional tenants are subject to normal application, approval, and related fees.
2. Tenant shall not in any case sublet said premises, nor assign the agreement or any part thereof.
3. Non-Compliance: In the event Owner notifies the tenant of Tenant’s non-compliance with this Lease Agreement, and if such default is not promptly corrected, Tenant shall vacate the premises after receipt of proper notice, as per the Landlord Tenant Act, revised December 1989.
4. Damage: Tenant agrees to pay for, or repair all damages cause by Tenant or Tenant’s guest. Tenant is responsible for all glass breakage. Tenant shall not remove any of Owners furnishings, appliances, fixtures, and appurtenances therein.
5. Services: Tenant shall pay for all services and utilities supplied in the premises including, electric, gas, water and sewer. With the final electric bill subject to being withheld from the Tenant’s deposit when servicing company’s procedure is to place a lien against the Owner’s property for same. Owner shall be responsible for obtaining and maintaining garbage service.
6. Water Damage and Repairs: Tenant agrees to report any water leaks or repairs immediately to Owner directly. If damage is caused by Tenant’s failure to notify Owner, all damage and repairs will be Tenant’s responsibility.
7. Care of Premises: Tenant agrees to keep sidewalk, driveway, and surrounding areas of said premises free of all obstructions and to keep all vehicles off lawns.

Tenant also agrees to water lawns on a regular basis and mow or have mowed the lawns at least once per week. Should Landlord discover that the lawn is not being taken care of it will be the right of the Landlord to hire a service to care for the lawn and landscaping and bill the tenant for the service.

1. Tenant agrees to use reasonable diligence in the care and protection of the premises, inside and outside, and to maintain said premises in a clean and sanitary condition and free from any nuisance or rubbish.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Freezing of Pipes: Tenant agrees to use due precaution against freezing of water and waste pipes and that all repair to the pipes and resulting water damages, by reason of the tenant’s neglect will be the Tenant’s responsibility.
2. Abandonment: The determination of Abandonment shall exist when Tenant defaults in payment of rent or reasonably indicates, by words or action, the intention not to resume tenancy, after which time Owner may immediately enter and take possession of any property of the tenant and store in a secure place. Tenant’s liability towards unpaid rent and Owner’s responsibility for storage and disposal of abandoned property shall be in accordance with the landlord Tenant Act. Revised December 1989.
3. Insurance: Tenant is strongly urged to obtain personal property insurance. Personal property on the premises, or in storage lockers that may be provided for Tenant’s convenience is not covered by Owner’s insurance for any loss.
4. Hold Harmless Clause: Tenant agrees to Hold Owner Harmless from all claims, demand, cause to action, judgment, attorney’s fees, any costs and expense arising from loss or damage to personal property caused by fire, water, burglary, vandalism, theft, or any other cause not directly due to owner’s intentional neglect.
5. Attorney’s Fees and Venue Clause: In the event of any suit or action brought by Owner based on any covenant or provision of this Lease, Owner shall be entitled, in addition to the costs and disbursement provided by statute, to have and recover from Tenant, judgment for such sum as the court may adjudge reasonable to be allowed as attorney’s fees in connection with any such suit or action. Action shall be commenced and maintained in Kootenai County, Idaho, regardless of Tenant’s place of residence.
6. Property Condition Report: Tenant acknowledges the receipt of a Property Condition Report of which the Tenant agrees to complete and return to Owner at owner’s address on or before date of move in. Tenant understands that other than items shown on this report (at move-in), Tenant shall be held responsible for any and all repairs and/or damage inside or outside, incurred at the leased premises during Tenant’s term of occupancy, other than normal wear. Doormats must be supplied by the tenant and kept at all entrances to the unit……………………..

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Waiver or Breach: Any waiver or breach of covenant herein contained to be kept or performed by the tenant shall not be deemed as a continuing waiver, and shall not operate to bar or prevent Owner from declaring a forfeiture for any succeeding breach, either of the same condition of covenants or otherwise.
2. Waterbeds will not be allowed without the written consent of Owner and proof that renter insurance is in effect. Tenant understands that he/she is responsible for any and all damage cause by or related to the waterbed.
3. Nuisances: Tenant shall not make, permit, nor allow himself or herself or guests to permit any noise, disorder, or acts that are objectionable to other residents of the neighborhood, and or permit acts tending to injure the reputation of the building. Tenants shall not participate in or permit any illegal acts or activities while on the premises. Tenant shall not install or operate any phonograph, musical instrument, radio, receiver or similar device in such a manner as to disturb or annoy other residents of the neighborhood. Any complaints from neighbors as to noise, obstructions, unsightly equipment, trailers, or automobiles will cause this agreement to be null and void. First offense will result in a written notice to remove or end the nuisance. Second offense will be grounds for lawful eviction and forfeiture of deposit money and pre-paid rent.
4. Guests. Guests are not to occupy the premises, without prior written approval for more than ten (10) days per year. Tenant agrees that premises will be used for a residential dwelling only, and not for business or any other purpose unless agreed to in writing by owner.
5. Pets: NO Dogs or CATS will be allowed on the premises without the written consent of the owner. Should pets be discovered on the premises, tenant will have the option to remove the pet from the premises or vacate the premise and end the tenure of the existing lease therefore forfeiting their damage deposit. In the event that tenant would like to house pets, no more than \_\_\_\_ pets will be allowed on the premises. An additional $\_\_\_\_\_\_ deposit will be required for each pet, not to exceed two.

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (Initial) (Initial)

1. Use of Premises: Tenant agrees that premises will be used for a residential dwelling only, and not for business or any other purpose unless agreed to in writing by Owner.
2. Tenant agrees not to display foreign items or aluminum foil in windows or unsightly draperies or window coverings that adversely affect the curb appeal of the property without permission of Owner.
3. Owner shall have the right to place and maintain “For Rent” sings in a conspicuous place on said premises for \_\_\_\_\_\_ (\_\_\_) days prior to Tenant vacating said premises.

33. If tenant(s) or guests will smoke **INSIDE** the unit a $\_\_\_\_\_\_\_\_\_ deodorizing and painting fee will be required in full prior to move in.

34. All provisions Listed Herein Will Be Construed To Comply With The \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ State Landlord Tenant Act and Other Applicable Law.

 I, the tenant being of sound mind, have read and understand all of the rules and guidelines of this rental and lease agreement. I have also done my due diligence in researching the legalities of this contract from my own personal attorney or outside sources to my understanding and consent. By signing this agreement I fully acknowledge this contract and all of its terms and provisions to be legally and lawfully binding.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Tenant Date