

LEASE AGREEMENT

Landlord and Tenant agree to the following terms of this Lease:

SPECIFIC TERMS

Tenant (List all persons who will occupy the premises):

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

Landlord: Swan Leasing, Inc.

Premises: \_\_\_\_\_

Lease Term (Number of Months): \_\_\_\_

Start Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_ per month

Late fee/NSF: \$50.00

Rent must be received by the 2<sup>nd</sup> day of each month to avoid late fee.

Security Deposit: \_\_\_\_\_

Notice Period: 30 Days

Utilities Included in Rent: **NONE**

Utility Paid by Tenant: Electricity, Telephone, Cable TV, Natural Gas, Trash Removal, Sewer and Water bills

GENERAL TERMS

1. **RENT.** Tenant agrees to pay Landlord as and for rent during the term of this Lease the sum of \$ \_\_\_\_\_/month. Said rent shall be payable in monthly installments in advance on or before 5 PM on the first day of every month during the term of this Lease at Landlord's address, or at such other place as may be designated by landlord. If the Lease term begins on a day other than the first day of a calendar month, the monthly rent shall be prorated and paid in advance. If the first day of the month falls on a weekend or Holiday, Tenant is responsible for ensuring that the Landlord receives the rent by 5 PM on the last business day prior to the first day of the month.

2. **UTILITIES AND SERVICES.** Tenant agrees to transfer into Tenants name and promptly pay all bills for utilities and services Tenant is responsible for on the Premises. Tenant agrees not to waste any utilities or services furnished by the Landlord, or permit Tenant's agents, family, guests or others to do so. The sewer and water bill shall be forwarded by Landlord to Tenant and shall be Tenants sole responsibility to pay on a timely basis.

3. **SERVICE CHARGE AND RETURNED CHECK FEE.** Tenant agrees to pay as additional rent the late fee stated above for (a) each rental payment not received by Landlord by the 2<sup>nd</sup> day of the month; and (b) each check returned unpaid by Tenant's bank for any reason.

4. **SECURITY DEPOSIT.** The security deposit is paid by Tenant as security for the performance of the provisions of this Lease. Tenant may not apply the security deposit as rent, and the full monthly rent will be paid on or before the 1<sup>st</sup> day of every month including the last month of occupancy. If Tenant breaches any of the terms of this Lease, Landlord may apply the security deposit toward any loss, damage or expense caused by such breach. Tenant's liability shall not be limited to the amount of the security deposit, and its use by Landlord shall be in addition to any other remedy available to Landlord. Any part of the security deposit used to remedy a default by Tenant shall be promptly re-deposited by Tenant upon demand. Any part of the security deposit not used to remedy a default by Tenant at the end of the term of the Lease shall be refunded to Tenant.

5. **OCCUPANCY AND USE.** No person other than those listed above as Tenants (and any children born or adopted during the term) may occupy the Premises without the prior written consent of the Landlord. Overnight guests may not stay longer than one night at a time without Landlord's prior consent. Tenant agrees to pay \$50 per week for any other person occupying the premises as his/her living quarters. The Premises and utilities may be used only for ordinary residential purposes. Use of property for business is prohibited: Neither the Premises nor any part thereof shall be used at any time during the term of this lease by tenant for the purpose of carrying on any business, profession, of any kind.

6. **RESPONSIBILITY FOR RENT.** Tenant is responsible for paying the rent and all other money due Landlord under this Lease or as a result of any breach of the Lease, and each Tenant is individually responsible (jointly and severally with each other Tenant) for paying the full amount of such debts, not just proportionate share.

7. **TENANT PROMISES.** Tenant agrees: (a) Not to damage or misuse the Premises, or allow Tenant's agents, family, guests, or others to do so; (b) except with the prior written consent of Landlord not to make or permit any alterations, additions, or improvements (including repainting or wallpapering) on the Premises, remove any fixtures or appliances, change existing locks on the Premises, or drive nails, screws or other objects into or otherwise deface the ceilings, walls, woodwork or floors in the Premises; (c) to continuously occupy the Premises and keep it clean and neat; (d) not to permit any loud, boisterous, unruly or thoughtless conduct on the Premises so as to disturb the rights of others to peace and quiet; (e) to use the Premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction, or increase in premium for insurance on the Premises; (f) not to use or store (or permit the use or storage) on or near the Premises any flammable or explosive substance; (g) to promptly notify Landlord in writing of any condition on the Premises which requires repair, is dangerous to health or safety of Tenant or others, or which may do damage to the Premises or waste any utilities; (h) to promptly pay all rent, late fees or other amounts when due and not to withhold rent for any cause; and (a) not to use or occupy the Premises (or permit any use) contrary to any applicable statute, rule, ordinance, order or regulation, and to fully comply with all of the same. Reasonable use of small nails (but not tape or adhesives) in the walls (not doors) is permitted to hang pictures and decorations.

8. **PETS/SMOKING:** Tenant may not have animals or pets of any kind without landlord's written consent, even temporarily, nor consume any type of tobacco, cigarettes, or cigars on the Premises without the written consent of Landlord. Failure to abide by the terms of this section will result in a \$300 fee plus all costs to bring the unit back to its prior condition.

9. **WATERBEDS.** Tenant agrees not to keep or permit waterbeds or any other water-filled furniture or aquariums on the Premises without the prior written consent of Landlord.

10. **INITIAL CONDITION.** Tenant acknowledges having fully examined the Premises and agrees that they are now satisfactory and in tenantable and clean condition. All drains, waste pipes, and plumbing are accepted as clear by the tenant at the time of occupancy and any material blocking them after occupancy shall be repaired by the tenant except blockages caused by roots or backups from the street. The Premises are accepted as insect, rodent, and pest free by the tenant at the time of the occupancy. Tenant is responsible for insect, rodent, and pest control. If tenant chooses not to correct problem, landlord may pay for pest control and bill tenant applicable costs. Tenant is renting the Premises with the existing personal property, if any, and without any obligation or representation by Landlord to make any alterations, improvements or repairs on the Premises during the Lease term. A list of existing personal property is included at the end of this document, all of which personal property Tenant hereby acknowledges to be in good working order and repair.

11. **DAMAGE OR INJURY.** Landlord and Landlord's agents are not responsible for, and Tenant shall not be entitled to any reduction in rent for, any damage or injury that is done to Tenant, Tenant's property, or to Tenant's family or guests or their property from any cause however arising. Tenant waives any such claims (including the right of subrogation) and Tenant agrees to maintain adequate insurance during the term of this Lease to cover any such claims. Landlord is not responsible for the actions, or for any damages, injury or harm caused by such actions, of third parties (such as neighbors, guests, intruders or trespassers) who are not in Landlord's control. Landlord is also not responsible for any damage or injury due to interruption or malfunction of heat, cooling, utilities or any other service for any reason, or from the malfunction of any appliance or equipment, or roof or vent leaks. Any such interruption shall not be deemed an eviction nor grounds for nonpayment of rent, nor relieve Tenant from any obligation under this Lease. Landlord may reduce the quantity and quality of any utility or other service and impose such regulations as Landlord deems necessary to conserve energy. Tenant hereby agrees to indemnify and hold Landlord harmless from and against all claims, demands, actions, losses, damages, judgments, costs and expenses resulting from or arising out of the kinds of occurrences described in this Paragraph 12. Tenant agrees to carry and maintain, at Tenant's own cost, a renter's policy of insurance (Homeowner's Form 4) including combined single limit bodily injury and property damage liability insurance of not less than \$300,000, naming Landlord as an additional insured; Tenant shall continually provide Landlord with a certificate of such insurance which shall provide that the insurer will give Landlord at least thirty (30) days written notice prior to any cancellation of, lapse or material change in the insurance. Leaks in pipes, unless caused by negligence of tenant, are to be repaired by the landlord within a reasonable time after notice, but the landlord shall not be liable for any damages resulting from such leaks and/or overflows.

12. **POSSESSION.** If due to causes beyond Landlord's control, including but not limited to the holding over of a previous Tenant, Landlord is unable to give possession of the Premises to Tenant on date promised, Landlord shall not be subject to any liability for this failure to give possession. However, Tenant does not have to start paying rent until Tenant has possession of the Premises.

13. **SUBLETTING.** Tenant will not sublet the Premises or any part of it, nor assign this Lease without the prior written consent of Landlord. Landlord's consent, which shall be in Landlord's sole discretion, to any assignment will not relieve Tenant from liability for the full performance of this Lease for the balance of the Lease term.

14. **ABANDONMENT OR SURRENDER.** Tenant understands that Tenant is responsible for paying the full rent each month during the term of this Lease and any extensions or renewals. Tenant is responsible for all loss of rent or any other losses or costs caused by Tenant's premature abandonment or surrender of the Premises. No surrender of the Premises will be considered accepted without the written consent of Landlord.

15. **REIMBURSEMENT BY TENANT.** Tenant agrees to reimburse Landlord promptly for any loss, damage, or cost of repairs or services (including plumbing trouble, damage from windows or doors left open, or water damage) caused by negligence or improper use by Tenant, Tenant's agents, family or guests. Tenant agrees to pay all costs incurred in attempting to re-rent the Premises, including advertising and other costs. If Landlord prevails in any suit for eviction, If unpaid rent, or any other debt or charge, Tenant agrees to pay all court costs and attorneys' fees incurred by Landlord. These reimbursements are due when Landlord or its representatives makes demand on Tenant. Landlord's failure or delay in demanding any of these reimbursements shall not be deemed a waiver, and Landlord may demand them at any time, whether before or after Tenant vacates the Premises.

16. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE.** No Notice is required for the end of a term with a specified ending date. The tenant agrees to vacate the Premises on the Ending Date as provided in this Lease. If at the end of its term, the Tenant holdsover past the Ending Date, provided said possession by Tenant is with Landlord's consent, this Lease will convert into a month-to-month tenancy under its original terms and Landlord may change the terms of the tenancy, including the amount of rent, commencing with the first month following the Ending Date

17. **TERMINATION AND ALTERATION OF TERMS OF MONTH-TO-MONTH LEASE.** When this Lease is for a term of month-to-month, Landlord and Tenant agree that the notice required for either party to terminate the Lease shall be in writing and at least equal to the Notice Period indicated in the heading of this Lease. Notice to terminate must be given so as to be effective on the last day of a month. Landlord may change any of the terms, including the amount of rent, of a month-to-month lease by giving Tenant written notice at least equal to the Notice Period indicated in the heading of this Lease.

18. **VACATING.** Tenant agrees to vacate the Premises on or before 12:00 noon on the termination date of this Lease or any renewal or extension as provided in this Lease. If Tenant fails to vacate on or before the required date and time, Tenant shall be liable to Landlord for any and all losses incurred by Landlord, such as loss of rent, court costs and attorneys' fees. Upon vacating, Tenant agrees: (a) To leave the Premises and personal property in as good condition as on the starting date except for ordinary wear and tear; (b) to thoroughly clean the Premises and all appliances and fixtures; and (c) to return all door, garage, and mailbox keys.

19. **UNTENANTABLE PREMISES.** If the Premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements or any other cause, Landlord may elect to terminate this Lease immediately and not restore the Premises by giving Tenant written notice. If the destruction or damage was not caused by Tenant's willful or negligent act, upon termination of this Lease rent shall be prorated and the balance, if any, refunded to Tenant.

20. **EVICTION AND OTHER LANDLORD RIGHTS.** If Tenant violates any of the terms of this Lease, Tenant may be evicted immediately and without prior notice. In the event that Tenant does not vacate voluntarily upon eviction, Landlord may commence a legal eviction action. If Landlord excuses in writing a specific violation of a particular section of this Lease by Tenant and thereby waives the right to eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation of any other section of this Lease.

If Tenant violates any of the terms of this Lease, whether or not a court order is obtained to enforce the eviction, Landlord shall be entitled to declare all future installments of rent payable during the remainder of the term of this Lease to be immediately due and payable by giving Tenant written notice to such effect; in the event Landlord does not so accelerate future rentals, Tenant agrees to continue paying the full amount of rent and all other sums due under this Lease for the remaining term. Notwithstanding the foregoing, Tenant shall not be obligated to pay any rent attributable to any period following Landlord's termination of this Lease by written notice to Tenant. No re-entry or re-renting of the Premises shall relieve Tenant of Tenant's obligations under this Lease unless the Lease is terminated by Landlord in writing.

In addition to those remedies stated herein, Landlord may exercise any or all of its legal rights and remedies allowable in law and equity in any combination at its option. The use of one or more of these rights and remedies shall not exclude or waive the use of any other.

21. **RENTAL APPLICATION.** This Lease is entered into by Landlord based upon oral and/or written statements made by Tenant at the time of the rental application. If Landlord determines that any of Tenant's statements are untrue or incomplete in any material way, then this Lease shall be considered breached, and Landlord shall have the right, in its discretion, to evict Tenant immediately and without prior notice.

22. **INTERPRETATION.** Paragraph headings have been inserted for convenience only and shall not be construed to modify the meaning of provisions of this Lease. Where appropriate, singular terms include the plural and pronouns of one gender include any gender. Except as otherwise provided in this Lease, all agreements shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties. However, should Landlord sell or otherwise transfer the premises, Landlord shall be relieved of all further responsibility under this Lease, which shall then be the responsibility of Landlord's transferee. Any attachments to this Lease are made a part of this Lease. This Lease with its attachments constitutes the entire agreement between Landlord and Tenant, and may not be modified except in writing signed by the parties. No representations or agreements have been made or authorized by Landlord except as expressly set forth in this Lease.

23. **NOTICES.** Any notice or communication under this Lease shall be deemed given if in writing and delivered personally or mailed by U.S. certified or registered mail, postage prepaid, return receipts requested, addressed to Tenant at the Premises or to Landlord at Landlord's address, or at such other address as either party hereafter designated by written notice. Any notice given to one Tenant constitutes proper notice to all Tenants.

24. **LANDLORD'S RIGHT TO ENTER.** In accordance with applicable law, Landlord or his authorized agents may enter the unit at any reasonable time with permission (permission may not be unreasonably withheld) to inspect, improve, maintain, or repair the unit, or do other necessary work, or to show the unit to potential new residents or buyers.

25. **RULES AND REGULATIONS.** Tenant agrees to comply with any rules attached to this Lease and any reasonable rules or rule changes made by Landlord at any time during the Lease term. Landlord shall give written notice of any such rules to Tenant. Violation of such rules by Tenant or Tenant's guests shall be a breach of this Lease and grounds for eviction.

26. **LAWN AND YARD CARE.** Tenant shall mow the lawn weekly and fertilize as needed.. Tenant shall plow the driveway if snowfall exceeds 2½ " in any 24 hour period. Snow removal from sidewalk is Tenants responsibility. Snow and lawn care shall be done at no cost or expense to Landlord.

27. **CRIME FREE CLAUSE.** Tenant(s), any members of the Tenant's household, guests and other persons under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior, including but not limited to the unlawful discharge of firearms, on or near the said Premises, shall not engage in any act intended to facilitate criminal activity on or near the premises, and will not permit the Premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]). Violations of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

28. **MISCELLANEOUS TENANT DUTIES:**

Tenant agrees:

- (a) To maintain and water the grass, shrubbery, trees and plants on the Premises; Tenant shall perform such services with Tenant's own equipment, which equipment shall be stored in the garage on the premises when not being used.
- (b) To keep the yard, sidewalks and entry steps free of snow, ice, rubbish and unlawful obstructions of any kind.
- (c) To maintain the decks in a neat and clean manner and not place and/or use any kind of charcoal or propane grills or barbecues on the decks.
- (d) To maintain a cardboard or other form of floor protection in the garage to prevent oil or gas damages or stains to the floor.
- (e) Tenant shall not park, as temporary storage, any vehicles, vans, trucks, autos, boats, campers, trailers, either in the driveway of premises nor anywhere else on the property. Also, no inoperative vehicles of any kind may be stored anywhere on the property. No auto repairs lasting more than 1 hour may be performed on the premises or on any city street adjacent to the property. City, County, and State laws and regulations must be complied with at all times. If vehicles do not operate, or are unlicensed, they will be towed at the expense of the Tenant.
- (f) No T.V. satellite dishes, and no antennas of any kind shall be installed without the express written approval of Landlord, prior to any such installation.

- (g) To maintain the interior of the Premises, including but not limited to repair and paint any damages to walls, ceilings, doors, woodwork, fixtures and appliances.
- (h) Tenant is responsible for the periodic service calls and repairs that will be required on kitchen and laundry appliances.
- (i) To protect carpet and keep it clean and stain free on a regular basis. Smoking and the burning of candles is expressly prohibited inside the property.
- (j) To change the furnace filter monthly during the term of this lease.
- (k) To keep the garage door closed in the winter months, except when entering or leaving the garage.
- (l) Tenant must arrange and pay for all carpet to be professionally cleaned prior to vacating the Property. failure to do so will result in Landlord withholding \$550.00 from the Tenant Security Deposit to pay for said professional cleaning.
- (m) To timely transfer into Tenants name, and pay on a timely basis any and all bills for all utilities , cable TV, garbage, sewer and water etc.
- (n) To completely and properly clean the inside of the property including all appliances, cupboards, windows, screens, baths, etc. prior to vacating the property. Failure to do so will result in the Landlord withholding \$350.00 from the Tenant Security Deposit to pay for said cleaning.
- (o) To give written notice to Landlord of any necessary repairs to be made.
- (p) Tenant agrees that all garbage must be enclosed in plastic bags. Tenant agrees to pay for any extra charges incurred by the Landlord for the removal of such items as: tires, broken appliances, damaged furniture, Christmas trees, and any other items that will cause an extra charge for removal.
- (q) Tenant agrees that he will not change the locks on any door without first obtaining written permission from the Landlord. Should Tenant lock himself out of his unit and unable to gain access through his own resources, he may call a locksmith to let him in. Tenant is responsible for all charges and damages involved.
- (r) Tenant agrees to check smoke detectors on a monthly basis or more and to replace batteries if needed. Tenant also agrees to notify Landlord immediately if smoke detector needs replacement.
- (s) Tenant agrees that he is responsible for damage to all screens, doors, and windows, and shall make repairs if damaged by the actions of himself or his guests at the cost of the Tenant.
- (t) No signs (including political signs) shall be placed on the premises by the tenant or at the tenant's direction without the prior written consent of the landlord.
- (u) Light bulbs are Tenant's expense and responsibility.

In the event Tenant fails to comply with any of the foregoing, Landlord shall be entitled, but shall not be obligated, to perform such services on behalf of Tenant and, in the event Landlord does so perform such services on behalf of Tenant, Tenant shall reimburse Landlord for the cost thereof, promptly upon receipt of statement therefore from Landlord.

**By signing this Lease, the parties agree to all of the above terms and conditions.**

**LANDLORD:**

**TENANT(S):**

By: \_\_\_\_\_

\_\_\_\_\_

Management: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

PERSONAL PROPERTY

**Appliances:**

Range \_\_\_\_\_  
Refrigerator \_\_\_\_\_  
Dishwasher \_\_\_\_\_  
Garbage Disposal \_\_\_\_\_  
Clothes washer \_\_\_\_\_  
Clothes Dryer \_\_\_\_\_

Central Air Conditioner \_\_\_\_\_  
Garage Door Opener and Transmitters \_\_\_\_\_  
Window Treatments \_\_\_\_\_

ADDENDUM TO LEASE

WHEREAS, the real property which is the subject matter of that certain lease between Swan Leasing, Inc. and \_\_\_\_\_ hereinafter ("Tenant"), dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Lease"), was constructed prior to 1978 ("Property") and a lead-based paint health hazard may be present;

WHEREAS, Landlord (as hereafter defined) has complied with all local, state, and federal laws relating to lead abatement for the Property and has no information which would lead it to suspect that any danger exists on the leased premises, including a lead-based health hazard, at the time of the Lease;

WHEREAS, Tenant, after having an opportunity to investigate the Property in order to determine the adaptability of the Property to the purposes for which Tenant intends to use the Property, including investigation and testing of the Property for a lead-based paint health hazard, desires to lease the Property;

NOW THEREFORE, in consideration for the premises, in consideration of the premises, and the other good and valuable consideration as further stated in the Lease, the parties agree as follows:

1. Tenant releases and forever discharges Swan Leasing, Inc. and the owner of the Property which is the subject matter of the Lease, their heirs, representatives, principles, successors, assigns and all other persons, firms, and corporations ("Landlord") from: any and all liability, actions, causes of action, claims and demands, known or unknown, for loss or injury sustained by Tenant as a consequence of any exposure Tenant may have to lead while residing at the Property.

2. Tenant agrees to protect and indemnify Landlord and defend and hold Landlord harmless from any and all liability, actions, causes of action, claims and demands, known or unknown, for loss or injury sustained by any person as a consequence of any exposure such person may have had to lead while Tenant resides at the Property.

3. This agreement is executed and entered into by Tenant, individually, for Tenant, and as the parent or natural guardian, on behalf of all of Tenant's children and guests.

4. Tenant understands that any injury may be permanent and/or progressive, and Tenant relies upon Tenant's own judgment in making this agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Lease effective on the date executed by Tenant.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Swan Leasing, Inc. Landlord