Residential Lease Agreement

1. Parties

1.1 Date and parties. This Residential Lease Agreement (the "Lease") is made on **[Date of this lease: _____]** between **[Landlord's full legal name: _____]** (the "Landlord") and the person or persons named in Section 1.2.

1.2 Tenant. The tenant is **[Tenants' full legal names: _____]**. Each person named in this Section who signs this Lease is a "Tenant", and all of them together are called the "Tenant". Every Tenant is a party to this Lease and is bound by all of it.

1.3 Agent. The Landlord's property manager or leasing agent, if any, is **[Property manager or leasing agent: _____]** (the "Agent"). Unless the Landlord tells the Tenant otherwise in writing, the Agent may act for the Landlord in managing the Premises, collecting Rent, receiving notices and requests from the Tenant, and arranging repairs. A notice delivered to the Agent is delivered to the Landlord.

1.4 Authority. The Landlord states that it owns the Premises or has the authority of the owner to lease them on the terms of this Lease. The person signing for the Landlord states that he or she is authorized to do so.

2. Background and definitions

2.1 Background. The Landlord wishes to rent the Premises to the Tenant as a private home, and the Tenant wishes to rent the Premises on the terms of this Lease.

2.2 Definitions. In this Lease the following words have these meanings:

(a) "Premises" means the dwelling unit described in Section 3, together with the furnishings, appliances, parking and storage listed there.

(b) "Property" means the building and land of which the Premises form part, including any common areas such as hallways, stairways, laundry rooms, grounds, parking areas and storage areas.

(c) "Rent" means the monthly rent stated in Section 5. "Additional Charges" means every other amount the Tenant agrees to pay under this Lease, such as late charges, returned payment fees, utility charges billed by the Landlord and the cost of repairing damage for which the Tenant is responsible. Additional Charges are treated as rent only where the law of the State allows.

(d) "Occupant" means a person named in Section 10 who may live in the Premises but has not signed this Lease as a Tenant.

(e) "Guest" means any person on the Property at the invitation or with the permission of a Tenant or Occupant.

(f) "State" means the state in which the Premises are located. "Applicable Law" means all federal, State and local laws, regulations, ordinances and binding program rules that apply to the Premises or to this tenancy.

(g) "Normal wear and tear" means the deterioration that results from the ordinary and intended use of the Premises. It does not include damage caused by negligence, carelessness, accident, abuse or an animal.

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(h) "Business day" means Monday through Friday, other than a federal or State legal holiday.

2.3 Applicable Law controls. If Applicable Law gives the Tenant a right that this Lease does not mention, or sets a limit that is stricter than this Lease (for example a cap on a deposit or a fee, a deadline, a notice period or a required procedure), Applicable Law applies and this Lease is read as if it contained that right or limit. Nothing in this Lease waives a right that the Tenant may not waive under Applicable Law.

2.4 Assisted tenancies. If any part of the Rent is paid under the Housing Choice Voucher program, the HUD tenancy addendum is attached to this Lease word for word, the Tenant may enforce it against the Landlord, and its terms prevail over any other provision of this Lease. If the Premises are assisted under another federal housing program, every addendum, notice or lease term that the program requires is also attached and prevails over any conflicting provision.

2.5 Interpretation. Headings are for convenience only and do not change the meaning of any provision. "Including" means "including without limitation". Words in the singular include the plural, and the reverse. A reference to a Section or a Schedule is to a section of, or a schedule to, this Lease.

2.6 Schedules. Schedule A (Lead-based paint disclosure), Schedule B (Move-in and move-out condition checklist) and Schedule C (Rules and regulations and pet addendum), and every other addendum the parties sign, form part of this Lease.

3. Premises, furnishings, parking and storage

3.1 Premises. The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the [Type of dwelling: _____] located at **[Property address with unit, city and ZIP code: _____]** (the "Premises").

3.2 Furnishings and appliances. The Landlord supplies the following furnishings and appliances, which remain the Landlord's property and must stay in the Premises: [Furnishings and appliances the landlord supplies: _____]. The Tenant supplies the following appliances: [Appliances the tenant supplies: _____]. The Landlord keeps the furnishings and appliances it supplies in working order under Section 15, except where the Tenant, an Occupant, a Guest or an animal has damaged them.

3.3 Parking. The Tenant may use the following parking: [Parking included: _____]. Only operable, currently registered and insured passenger vehicles belonging to a Tenant, an Occupant or a Guest may be parked on the Property. The Tenant will not repair vehicles on the Property except for emergency repairs such as changing a flat tire, and will not store boats, trailers or recreational vehicles there without the Landlord's written consent. A vehicle that is parked in breach of this Section may be towed only as Applicable Law allows.

3.4 Storage. The Tenant may use the following storage: [Storage included: _____]. The Tenant uses any storage area at the Tenant's own risk and will not store flammable, explosive, toxic or perishable items there. The Landlord does not act as a bailee of anything stored on the Property.

3.5 Common areas. The Tenant, Occupants and Guests may use the common areas of the Property in common with others, for their intended purposes and under the rules in Schedule C. The Landlord may make reasonable changes to the common areas, provided that the changes do not materially reduce the Tenant's use and enjoyment of the Premises.

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3.6 Keys and locks. On delivery of possession, the Landlord will give the Tenant the following keys and access devices: [Keys and access devices given: _____]. The Landlord has rekeyed, or will rekey, the entry door locks before the Tenant moves in. The Tenant will not add, change or rekey any lock without the Landlord's written consent, except where Applicable Law gives the Tenant that right. If the Tenant changes a lock as Applicable Law allows, the Tenant will give the Landlord a key promptly unless that law provides otherwise.

3.7 Condition. The Tenant has inspected the Premises, or has had the opportunity to do so, and accepts them in the condition recorded under Section 8. This acceptance does not reduce the Landlord's duties under Section 15 or under Applicable Law, and it is not an agreement that any condition affecting health or safety is acceptable.

4. Term and possession

4.1 Term. The term of this Lease begins on **[Start date: _____]** and ends at 11:59 p.m. on **[End date: _____]** (the "Term"), unless it ends earlier or is extended under this Lease.

4.2 Delay in possession. If the Landlord cannot deliver possession of the Premises on the first day of the Term, for example because a prior occupant has not left or work is not finished, then: (a) the Landlord is not liable for the delay except as Applicable Law provides; (b) no Rent is due for any day before the Landlord delivers possession; (c) the end of the Term does not change; and (d) if the Landlord has not delivered possession within [Days of delay before the tenant may cancel: _____] days after the first day of the Term, the Tenant may cancel this Lease by written notice given before possession is delivered, and the Landlord will refund all amounts the Tenant has paid under this Lease within ten days after receiving that notice.

4.3 Early move-in. If the Landlord allows the Tenant to move in before the first day of the Term, all terms of this Lease apply from the day the Tenant receives the keys, and the Tenant will pay Rent for those days, prorated under Section 5.3.

4.4 Move-in funds. Before receiving the keys, the Tenant will pay the following amount: [Amount due before move-in: _____]. The Landlord will give the Tenant a written receipt for the move-in funds that shows each part of the payment.

4.5 Renewal. The Term may be renewed or extended only as Section 33 provides.

5. Rent

5.1 Amount and due date. The Tenant will pay Rent of **[Monthly rent: _____]** per month for the Term. Rent is payable in advance, without demand, on or before the **[Rent due day: _____]** day of each month.

5.2 Place and method of payment. The Tenant will pay Rent by [Where and how rent is paid: _____]. The Landlord will give the Tenant a written receipt for any payment made in cash or by money order, and a receipt for any other payment on request. The Landlord may change the place or method of payment by at least 30 days' written notice, but the Landlord will always offer at least one method that does not charge the Tenant a fee.

5.3 Proration. If the Term begins or ends on a day other than the Rent due date, the Rent for that part of a month is prorated by day: the monthly Rent divided by the number of days in that month, multiplied by

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the number of days of the tenancy in that month.

5.4 Application of payments. The Landlord will apply each payment first to the oldest unpaid Rent, and then to Additional Charges, unless Applicable Law requires a different order. The Landlord will tell the Tenant in writing, on request, how any payment was applied.

5.5 Changes in Rent. During the Term the Rent may change only by a written amendment signed by the Landlord and every Tenant, or as Applicable Law or a housing assistance program requires. After the Term, the Landlord may change the Rent only by written notice given at least [Days' notice of a rent change after the term: _____] days before the change takes effect, or such longer period as Applicable Law requires, and only to the extent that any rent control or rent stabilization law applying to the Premises allows.

5.6 Rent to owner. If any part of the Rent is paid by a public housing agency or another housing assistance program, the amount in Section 5.1 is the total monthly rent to owner. The Tenant pays only the Tenant's share that the program sets, and the Landlord will not ask the Tenant for any extra payment that the program does not allow.

5.7 No deductions. The Tenant will pay the Rent in full, without deduction or setoff, except as this Lease or Applicable Law allows. This Section does not limit any right that Applicable Law gives the Tenant to withhold rent, to pay rent into court or escrow, or to repair a condition and deduct the cost.

6. Late charges and returned payments

6.1 Late charge. If the Landlord has not received the full Rent by the end of the [Grace period in days: _____]th day after it is due, the Tenant will pay one late charge of [Late fee: _____] for that month. The parties agree that the late charge is a reasonable estimate of the Landlord's costs and losses from a late payment, which are difficult to determine in advance, and is not a penalty.

6.2 Limits. The Landlord will charge a late charge only to the extent that Applicable Law allows. If Applicable Law sets a lower amount, a longer grace period or another condition, that limit applies. The Landlord will not charge a late charge on an unpaid late charge or on any part of the Rent that a housing assistance program pays late.

6.3 Returned payments. If a check, electronic payment or other payment is returned unpaid or reversed for any reason other than the Landlord's error, the Tenant will pay a returned payment fee of [Returned payment fee: _____], or any lower amount Applicable Law sets, together with any late charge that applies because the Rent was not paid on time. After two returned payments within any 12 months, the Landlord may require by written notice that the Tenant pay by cashier's check, money order or another guaranteed method for the following six months.

6.4 No change to due date. A grace period does not change the day on which Rent is due. The Landlord's acceptance of late Rent or a late charge in one month does not waive the Landlord's right to insist on timely payment in any later month.

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7. Security deposit

7.1 Amount. On signing this Lease, the Tenant will pay the Landlord a security deposit of **[Security deposit: _____]** (the "Deposit") as security for the Tenant's performance of this Lease. The Deposit is not a limit on the Tenant's liability and is not prepaid Rent.

7.2 Holding the Deposit. The Landlord will hold the Deposit at [Where the deposit is held: _____]. Where Applicable Law requires, the Landlord will keep the Deposit in a separate, trust or interest-bearing account, will tell the Tenant in writing where it is held, and will pay or credit any interest to the Tenant at the times that law requires.

7.3 Not last month's rent. The Tenant may not use the Deposit to pay the last month's Rent, or any other Rent, without the Landlord's written consent.

7.4 Permitted deductions. After the Tenant surrenders the Premises, the Landlord may deduct from the Deposit only amounts that Applicable Law allows, which may include:

(a) Rent that is due and unpaid;

(b) Additional Charges that are due and unpaid;

(c) the reasonable cost of repairing damage to the Premises or the Property beyond normal wear and tear caused by a Tenant, an Occupant, a Guest or an animal;

(d) the reasonable cost of cleaning the Premises to return them to the level of cleanliness recorded at the start of the tenancy, apart from normal wear and tear; and

(e) the reasonable cost of replacing keys and access devices that are not returned.

The Landlord will not deduct anything for normal wear and tear.

7.5 Itemized statement and return. Within [Days to return the deposit after move-out: _____] days after the Tenant surrenders the Premises, or within any shorter period Applicable Law requires, the Landlord will send the Tenant the Deposit, with any interest due, less permitted deductions, together with a written statement that lists each deduction and its amount. Where Applicable Law requires, the Landlord will also include copies of invoices or receipts, or a good-faith estimate. The Landlord will send the refund and the statement to the forwarding address the Tenant gives under Section 34.1, or, if none is given, to the Premises or the Tenant's last known address.

7.6 Amounts over the Deposit. If the permitted deductions are more than the Deposit, the Tenant will pay the difference within 30 days after receiving the itemized statement.

7.7 Transfer of the Landlord's interest. If the Landlord sells or transfers its interest in the Premises, the Landlord will transfer the Deposit to the new owner, or refund it, and will notify the Tenant in writing of the new owner's name and address, as Applicable Law requires. The Landlord remains responsible for the Deposit until it has done so.

7.8 Tenants with disabilities. The Landlord will not require a higher security deposit from any person because of a disability. If a Tenant makes a reasonable modification under Section 17.3 and agrees to restore the interior of the Premises at the end of the tenancy, the Landlord may negotiate with the Tenant a reasonable restoration amount to be paid into an interest-bearing escrow account, with the interest belonging to the Tenant.

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7.9 Servicemembers. If a Tenant lawfully terminates this Lease under Section 25, the Landlord will return the Deposit under this Section and will not seize, hold or detain the Deposit, or any personal effects or other property of the Tenant or a dependent, in order to satisfy Rent for the period after the termination.

7.10 Joint Tenants. Unless every Tenant agrees otherwise in writing, the Landlord will refund the Deposit by one payment made to all Tenants jointly and will send the itemized statement to each Tenant who has given a forwarding address.

8. Move-in inspection and condition report

8.1 Joint inspection. On or before the day the Tenant moves in, the Landlord and the Tenant will, where practicable, inspect the Premises together and record the condition of each room, fixture, appliance and furnishing on the checklist in Schedule B. Each party signs and dates the completed checklist.

8.2 Tenant's additions. Within [Days for the tenant to add to the move-in checklist: _____] days after moving in, the Tenant may add any defect or damage that was not noted at the joint inspection, sign the checklist and return a copy to the Landlord. The Landlord will give the Tenant a copy of the final checklist signed by both parties.

8.3 Photographs. Either party may take dated photographs or video of the Premises at move-in and move-out. Each party will give the other a copy on request.

8.4 Effect. The signed checklist is evidence of the condition of the Premises at the start of the tenancy. It does not waive the Landlord's duty to make repairs under Section 15, and the Tenant's failure to note a defect does not make the Tenant responsible for it.

8.5 Move-out inspection. The Landlord will give the Tenant reasonable advance notice of the move-out inspection and the opportunity to attend. Where Applicable Law gives the Tenant the right to a pre-move-out inspection, the Landlord will offer one so that the Tenant may correct any problem before leaving.

9. Utilities and services

9.1 Paid by the Tenant. The Tenant will arrange and pay for the following utilities and services: [Utilities and services the tenant pays: _____]. The Tenant will put these accounts in the Tenant's name from the first day of the Term, pay any deposits and connection fees, and keep the accounts in good standing until the Tenant surrenders the Premises.

9.2 Paid by the Landlord. The Landlord will provide and pay for the following utilities and services: [Utilities and services the landlord pays: _____]. Any utility or service that is not listed in Section 9.1 is the Landlord's responsibility.

9.3 Shared meters. If any utility that the Tenant pays is not separately metered to the Premises, the Landlord will bill the Tenant for it only by a method that the Landlord disclosed in writing before this Lease was signed and only as Applicable Law allows.

9.4 Continuous service. The Tenant will keep the utilities that the Tenant pays connected throughout the tenancy, including heat sufficient to prevent the pipes from freezing during any absence.

9.5 Interruptions. The Landlord is not liable for an interruption of a utility or service that is not caused by the Landlord's act or neglect, but will take reasonable steps to have service restored as soon as

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possible. The Landlord will never interrupt, shut off or cause the shut-off of any utility or service to the Premises in order to force the Tenant to pay or to leave.

9.6 Assisted tenancies. Sections 3.2, 9.1 and 9.2 together state which utilities and appliances the Landlord supplies and which the Tenant supplies.

10. Occupants and guests

10.1 Occupants. Only the Tenant and the following Occupants may live in the Premises: [Other occupants who will live in the home: _____]. A child who is born to, adopted by or placed in the legal custody of a Tenant during the tenancy may also live in the Premises. The Tenant will tell the Landlord in writing within 30 days after the child joins the household.

10.2 Occupancy standard. The number of persons living in the Premises will not exceed the maximum that Applicable Law, including any State or local occupancy or housing code, allows for the Premises. The Landlord applies any occupancy limit in the same way to every household and in compliance with fair housing law.

10.3 Adding an Occupant. The Tenant will ask for the Landlord's written consent before any other person moves into the Premises. The Landlord will not unreasonably withhold or delay consent. The Landlord may ask an adult proposed Occupant to apply and to meet the same screening standards that the Landlord applies to all applicants. If the Landlord consents, the Landlord may require the new adult Occupant to sign this Lease as a Tenant.

10.4 Guests. A Guest may stay in the Premises for up to [Maximum guest stay in consecutive days: _____] consecutive days, and up to [Maximum guest days in any 12 months: _____] days in total in any 12-month period, without the Landlord's consent. A longer stay needs the Landlord's written consent, which the Landlord will not unreasonably withhold. A request for a live-in aide or caregiver for a person with a disability will be handled as a request for a reasonable accommodation under Section 27.3.

10.5 Responsibility. The Tenant is responsible for the conduct of every Occupant and Guest, and for any damage that they cause, as if it were the conduct of the Tenant.

11. Use of the premises, compliance with law and quiet enjoyment

11.1 Private residence. The Tenant will use the Premises only as a private residence for the Tenant and the Occupants. The Tenant may work from home if the work is lawful and does not bring customers, clients or employees to the Premises, involve signs, increase the Landlord's insurance costs or disturb other residents. The Tenant will not offer the Premises, or any part of them, for short-term, vacation or hotel-style rental.

11.2 Compliance with law. The Tenant, the Occupants and the Guests will comply with Applicable Law in their use of the Premises and the Property and will not use the Premises for any unlawful purpose.

11.3 Nuisance. The Tenant, the Occupants and the Guests will not disturb, annoy or endanger other residents or neighbors, make excessive noise, commit waste or create a nuisance, and will observe the quiet hours in Schedule C.

11.4 Safety. The Tenant will not keep anything on the Property that is flammable, explosive or

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hazardous, beyond ordinary household quantities used in the ordinary way. The Tenant will not leave an open flame unattended, overload electrical circuits, block exits or use a grill where the fire code or Schedule C forbids it.

11.5 Smoke and carbon monoxide alarms. The Landlord has installed the smoke alarms, carbon monoxide alarms and other safety devices that Applicable Law requires and will keep them in working order. The Tenant will test the alarms regularly, replace batteries where Applicable Law places that duty on the Tenant, report any alarm that does not work, and will not disconnect, remove or disable any alarm or device.

11.6 Quiet enjoyment. As long as the Tenant pays the Rent and performs this Lease, the Tenant may peaceably and quietly enjoy the Premises for the Term without interference by the Landlord or anyone claiming through the Landlord.

12. House rules and community rules

12.1 Rules. The Tenant, the Occupants and the Guests will follow the rules and regulations in Schedule C, which form part of this Lease.

12.2 Community or association rules. If the Premises are in a condominium, planned community or other property governed by an owners' association, the Tenant will follow the association's use and conduct rules that the Landlord has given to the Tenant in writing. The Tenant will repay the Landlord any fine that the association lawfully imposes because of the conduct of a Tenant, an Occupant or a Guest.

12.3 New rules. The Landlord may adopt reasonable new rules, or change existing rules, by giving the Tenant at least 30 days' written notice. A new or changed rule must apply equally to all residents of the Property, must have a legitimate purpose related to the Property, and may not add a charge or materially reduce the Tenant's rights under this Lease. A new rule takes effect only as Applicable Law allows.

12.4 Accommodations. Every rule is subject to the reasonable accommodations that a person with a disability may need under Section 27.3.

13. Pets and assistance animals

13.1 Pets. No animal may be kept on the Property, even temporarily, without the Landlord's written consent, except the following: [Pets allowed: _____]. Any pet allowed under this Section is subject to the pet addendum in Part 2 of Schedule C.

13.2 Pet charges. For each permitted pet the Tenant will pay the following: [Pet deposit, fee or pet rent: _____]. These charges apply only to the extent that Applicable Law allows them, and any pet deposit is held and refunded on the same terms as the Deposit under Section 7.

13.3 Responsibility for pets. The Tenant is responsible for every pet's care, control and conduct, and will pay for any damage or injury that a pet causes. If a pet threatens the health or safety of others or causes substantial damage, the Landlord may give the Tenant written notice to remove the pet from the Property, and the Tenant will do so within the time stated in the notice, which will be reasonable.

13.4 Assistance animals. An assistance animal, including a service animal or a support animal, that a person with a disability needs is not a pet under this Lease. A Tenant may ask the Landlord at any time to allow an assistance animal as a reasonable accommodation, and the Landlord will consider the request

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under Section 27.3. The Landlord will not charge a pet deposit, pet fee or pet rent for an approved assistance animal and will not apply breed, size or weight rules for pets to it. The Landlord may ask for information about the disability-related need for the animal only to the extent that fair housing law permits. The Tenant remains responsible for the animal's care and control and for any damage it causes.

13.5 Unauthorized animals. If an animal is kept on the Property in breach of this Section, the Landlord may give the Tenant written notice to remove it within a reasonable time stated in the notice, and the Tenant will pay the reasonable cost of cleaning, deodorizing and repairing any damage it caused.

14. Smoking and vaping

14.1 Smoke-free areas. Smoking, vaping and the use of any lighted, heated or vaporized tobacco, cannabis or other product are prohibited inside the Premises and [Other areas where smoking is banned: _____].

14.2 Guests. The Tenant will make sure that Occupants and Guests follow this Section.

14.3 Breach. A breach of this Section is a breach of this Lease. The Landlord will give the Tenant written notice of a first breach and the opportunity to cure it under Section 29. The Tenant will pay the reasonable cost of removing smoke odor and residue, including cleaning, painting and replacing carpets or window coverings, that results from smoking or vaping in breach of this Section, beyond normal wear and tear.

14.4 No guarantee. The Landlord will take reasonable steps to enforce this Section and similar terms in the leases of other residents, but does not promise that the Property will be free of smoke.

15. Landlord's maintenance and repair duties

15.1 Habitability. The Landlord will keep the Premises and the Property in a fit and habitable condition and in compliance with all building, housing, health and safety codes that apply to them, as Applicable Law requires.

15.2 Systems and structure. The Landlord will keep the following in good and safe working order and repair: the roof, foundation, walls, floors, stairs and other structural parts; the exterior, windows, doors and locks; the plumbing, heating, hot water, electrical, gas and ventilation systems; any air conditioning, appliances and furnishings the Landlord supplies; the smoke and carbon monoxide alarms; and the common areas. The Landlord will provide pest control for the Property, and will treat any infestation in the Premises that the Tenant did not cause.

15.3 Emergencies. An emergency is a condition that threatens health, safety or serious damage to property, such as a gas leak, fire damage, flooding, a sewage backup, an electrical hazard, a broken entry lock, or no heat or no water. The Landlord will begin work to remedy an emergency as soon as reasonably possible and in any case within [Hours within which emergency repairs begin: _____] hours after the Tenant reports it.

15.4 Other repairs. The Landlord will make other repairs for which the Landlord is responsible within a reasonable time after the Tenant's request, considering the nature of the problem, and in any case within any time that Applicable Law sets.

15.5 Equal service. The Landlord provides maintenance, repairs, services and facilities to the Tenant on

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the same terms as to other residents, without discrimination on any ground that Section 27 lists.

15.6 Tenant's remedies. Nothing in this Lease limits any remedy that Applicable Law gives the Tenant if the Landlord fails to make repairs, such as the right to repair and deduct, to withhold rent, to pay rent into court or escrow, to terminate the Lease or to recover damages, provided that the Tenant follows the procedure that law requires.

16. Tenant's maintenance duties, repair requests and damage

16.1 General care. The Tenant will keep the Premises clean, sanitary and safe; dispose of all trash and recycling in the containers provided; use all plumbing, electrical, heating and other fixtures and appliances in a reasonable way and only for their intended purposes; and not flush or pour into drains anything that may cause a blockage.

16.2 Routine tasks. The Tenant will also do the following routine maintenance: [Routine tasks the tenant does: _____].

16.3 Repair requests. The Tenant will report to the Landlord promptly, and in writing by [How to request repairs: _____], any defect, damage, leak, malfunction or other condition that needs repair. In an emergency the Tenant will also call **[Phone number for emergency repairs: _____]** immediately, and if there is danger to life, will first call 911.

16.4 Moisture and mold. The Tenant will use exhaust fans and reasonable ventilation, wipe up spills and visible condensation, keep the Premises reasonably heated, and report immediately any water leak, water intrusion, persistent moisture or visible mold.

16.5 Pests. The Tenant will keep the Premises free of conditions that attract pests, report any sign of bedbugs, rodents or other pests promptly, and cooperate with any treatment, including preparing the Premises as the pest control provider reasonably instructs.

16.6 Damage. The Tenant will pay the reasonable cost of repairing any damage to the Premises or the Property beyond normal wear and tear that a Tenant, an Occupant, a Guest or an animal kept by any of them causes. The Landlord will send the Tenant an itemized bill, and the Tenant will pay it within 30 days.

16.7 Absences. If the Tenant will be away from the Premises for more than seven consecutive days, the Tenant will tell the Landlord in writing and, in cold weather, keep the heat at a level that prevents freezing.

16.8 Repairs by the Tenant. The Tenant will not make repairs other than routine maintenance without the Landlord's written consent, except in an emergency when the Landlord cannot be reached or as Applicable Law allows.

17. Alterations, improvements and reasonable modifications

17.1 Consent needed. The Tenant will not make any alteration, addition or improvement to the Premises without the Landlord's prior written consent. This includes painting, wallpapering, installing fixtures, shelving or appliances, changing or adding locks, and making holes other than small nail holes for hanging pictures.

17.2 Approved alterations. The Landlord may give consent on reasonable conditions, such as the use of

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a licensed contractor and the obtaining of any required permit. Unless the parties agree otherwise in writing, an approved alteration that is attached to the Premises becomes the Landlord's property, and the Landlord may require the Tenant to remove it and repair any damage at the end of the tenancy.

17.3 Reasonable modifications. The Landlord will permit a Tenant with a disability, or a Tenant whose household includes a person with a disability, to make reasonable modifications to the Premises, at the Tenant's expense, if the modifications may be necessary to give that person full enjoyment of the Premises. The Landlord may ask for a reasonable description of the proposed modifications and reasonable assurance that the work will be done in a workmanlike manner and that any required building permits will be obtained. Where it is reasonable to do so, the Landlord may condition permission on the Tenant's agreement to restore the interior of the Premises at the end of the tenancy to its condition before the modification, reasonable wear and tear excepted. Section 7.8 applies to any restoration escrow, and the Landlord will not increase the Deposit because of the modification.

17.4 Liens. The Tenant will keep the Premises and the Property free of any lien arising from work ordered by the Tenant.

17.5 Lead-safe work. If the Premises were built before 1978, the Tenant will not sand, scrape, cut, demolish or otherwise disturb any painted surface without the Landlord's written consent. Any renovation, repair or painting work for compensation in the Premises will be carried out under EPA's lead Renovation, Repair and Painting rules (40 CFR Part 745, Subpart E), including the pamphlet that the renovation firm must give before the work begins.

17.6 Antennas and satellite dishes. Section 17.1 does not prevent the Tenant from installing, in an area within the Tenant's exclusive use or control under this Lease, such as a balcony or patio, a satellite dish or other antenna one meter or less in diameter, or an antenna to receive television broadcast signals, that the Over-the-Air Reception Devices rule of the Federal Communications Commission (47 CFR 1.4000) protects. The Tenant will not attach an antenna to, or drill into, the roof, the exterior walls or any common area without the Landlord's written consent; will install and secure it safely, without damage to the Premises; and will remove it and repair any damage at the end of the tenancy. The Landlord may apply only the safety and placement rules that 47 CFR 1.4000 allows.

18. Landlord's right of entry

18.1 Purposes. The Landlord and persons authorized by the Landlord may enter the Premises to inspect them; to make necessary or agreed repairs, decorations, alterations or improvements; to supply agreed services; to carry out pest control; to show the Premises to prospective tenants, buyers, lenders, appraisers, insurers or contractors; and for any other purpose that Applicable Law allows.

18.2 Notice. Except in an emergency, the Landlord will give the Tenant at least [Hours of notice before entry: _____] hours' advance notice of entry, or the longer notice Applicable Law requires, stating the purpose and the approximate time of entry. The Landlord will enter only between [Hours when the landlord may enter: _____], unless the Tenant agrees to another time.

18.3 Emergency. The Landlord may enter at any time without advance notice in an emergency that threatens life, health or property. After an emergency entry while the Tenant is absent, the Landlord will leave a written notice in the Premises stating the date, time and reason for entry.

18.4 Other entry. The Landlord may also enter when the Tenant has abandoned the Premises, under a

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court order, or as Applicable Law otherwise allows.

18.5 Reasonable use. The Landlord will not abuse the right of entry or use it to harass the Tenant, and will keep entries reasonable in number and length.

18.6 Showings. During the last [Days before move-out when showings may start: _____] days of the tenancy, the Landlord may show the Premises to prospective tenants or buyers on the notice required by Section 18.2.

18.7 Renovation notice. If the Premises were built before 1978 and renovation work for compensation is planned, the Landlord will make sure that the renovation firm gives an adult occupant the EPA lead renovation pamphlet no more than 60 days before the work begins, as 40 CFR 745.84 requires.

18.8 Tenant's cooperation. The Tenant will not unreasonably refuse entry that this Section allows and will not change or add locks to prevent it.

19. Assignment and subletting

19.1 Consent needed. The Tenant will not assign this Lease, sublet all or any part of the Premises, or allow anyone other than the Occupants to take possession of the Premises, without the Landlord's prior written consent. The Landlord will not unreasonably withhold or delay consent, and will follow any procedure that Applicable Law sets for a request to sublet.

19.2 Request. The Tenant will make any request in writing, giving the proposed assignee's or subtenant's name and contact details and the proposed dates. The Landlord will answer in writing within ten business days after receiving the request and a completed rental application from each adult proposed occupant.

19.3 Screening. The Landlord may screen a proposed assignee or subtenant by the same written standards that the Landlord applies to all applicants and will apply them in compliance with fair housing law.

19.4 Effect. An assignment or sublease does not release the Tenant from this Lease unless the Landlord agrees in writing. Every subtenant and assignee is bound by the terms of this Lease. Any assignment or sublease made without the consent this Section requires is void as against the Landlord to the extent Applicable Law allows.

19.5 Lead disclosure on a sublease. If the Premises are target housing under Section 23 and the Tenant sublets any part of them, the Tenant will give the subtenant the lead disclosure, the records listed in Schedule A and the EPA pamphlet before the subtenant is bound by the sublease.

19.6 Transfer by the Landlord. The Landlord may assign this Lease to a buyer or other successor of the Landlord's interest in the Premises under Section 28.

20. Renter's insurance and landlord's insurance

20.1 Tenant's property. The Landlord's insurance does not cover the personal property of the Tenant, the Occupants or the Guests, or the Tenant's liability to others. The Tenant bears the risk of loss of the Tenant's personal property, except for loss caused by the negligence or intentional misconduct of the Landlord or its agents.

20.2 Renter's insurance. Throughout the tenancy the Tenant will keep a renter's insurance policy that

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covers the Tenant's personal property and provides personal liability coverage of at least [Minimum renter’s liability coverage: _____] per occurrence. The Tenant will ask the insurer to list the Landlord as an interested party so that the Landlord receives notice of cancellation, and will give the Landlord proof of coverage before moving in and on request.

20.3 Landlord's insurance. The Landlord will keep property insurance on the building and the Landlord's furnishings and appliances, and liability insurance for the common areas, at the Landlord's own cost.

20.4 Waiver of claims covered by insurance. To the extent that a loss is paid by property insurance, and to the extent the policies allow, the Landlord and the Tenant each release the other from liability for that loss and will ask their insurers to waive subrogation against the other.

20.5 Failure to insure. A failure to keep the insurance required by Section 20.2 is a breach of this Lease, which the Tenant may cure under Section 29.

21. Limitation of liability and indemnity

21.1 Landlord's liability. The Landlord is not liable to the Tenant, an Occupant or a Guest for any loss of or damage to property or for any personal injury, except to the extent that it is caused by the negligence or intentional misconduct of the Landlord or its agents or employees, or by the Landlord's failure to perform a duty under this Lease or under Applicable Law. Nothing in this Lease limits any liability that cannot be limited under Applicable Law.

21.2 Tenant's indemnity. To the extent Applicable Law allows, the Tenant will indemnify the Landlord against claims, losses and reasonable costs, including reasonable attorney fees, that a third party brings against the Landlord because of the negligence or intentional misconduct of a Tenant, an Occupant, a Guest or an animal kept by any of them, except to the extent that the claim results from the negligence or intentional misconduct of the Landlord or its agents.

21.3 Security. The Landlord does not promise that the Property is secure or that crime will not occur. Locks, lighting, gates, cameras or other security measures are not a guarantee of safety. The Tenant will call the police in an emergency and report broken locks, lights or doors to the Landlord promptly.

21.4 Events beyond a party's control. Neither party is liable for a delay in performing an obligation, other than an obligation to pay money, that is caused by an event beyond that party's reasonable control, such as severe weather, natural disaster, fire, epidemic, war, civil unrest, a utility or supply failure, or an order of a public authority, if the party gives prompt notice and performs as soon as it reasonably can. This Section does not reduce the Landlord's duty to keep the Premises habitable or the Tenant's right to an abatement of Rent under Section 22.

22. Damage, destruction or condemnation

22.1 Notice. The Tenant will notify the Landlord immediately of any fire, flood, storm or other casualty that damages the Premises or the Property.

22.2 Partial damage. If a casualty makes part of the Premises unusable and the Landlord can restore them within [Days the landlord has to restore after damage: _____] days, the Landlord will restore them with reasonable diligence, and the Rent will abate in proportion to the part of the Premises that cannot be used, from the date of the casualty until the restoration is complete.

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22.3 Major damage. If a casualty makes the Premises wholly unusable, or the Landlord cannot restore them within the period in Section 22.2, either party may end this Lease by written notice given within 15 days after the casualty or after the Landlord tells the Tenant that restoration will take longer. The Lease then ends on the date of the casualty, the Rent is prorated to that date, and the Landlord will refund any prepaid Rent and return the Deposit under Section 7.

22.4 Damage caused by the Tenant. If a Tenant, an Occupant, a Guest or an animal caused the casualty through negligence or intentional misconduct, the Rent does not abate to the extent Applicable Law allows, and the Tenant is liable for the cost of restoration, less any insurance proceeds the Landlord receives for the damage.

22.5 Condemnation. If all or part of the Premises is taken by eminent domain, or sold under the threat of it, so that the Premises can no longer reasonably be used as a home, this Lease ends on the date of the taking and the Rent is prorated to that date. The award belongs to the Landlord, except any separate amount awarded to the Tenant for relocation expenses or for the Tenant's own property.

22.6 Applicable Law. If Applicable Law gives the Tenant different or additional rights after a casualty or a taking, that law applies.

23. Lead-based paint disclosure

23.1 Year built. The dwelling on the Premises was built in **[Year the dwelling was built: _____]**.

23.2 Target housing. If the dwelling was built before 1978, it is "target housing" under 40 CFR 745.103, unless it is housing for the elderly or persons with disabilities, or a 0-bedroom dwelling (such as a studio, an efficiency or a rental of an individual room), and in either case no child under 6 years of age lives or is expected to live there. The disclosure rules in this Section also do not apply if a certified inspector has found the housing to be lead-based paint free, or if this Lease is for 100 days or less and cannot be renewed or extended.

23.3 Disclosure before signing. If the Premises are target housing, the Landlord has, before the Tenant signed or became obligated under this Lease:

(a) given the Tenant the EPA pamphlet Protect Your Family From Lead in Your Home, or another EPA-approved lead hazard information pamphlet;

(b) disclosed the presence of any known lead-based paint or lead-based paint hazards in the Premises, together with any additional information available about them, such as the basis for the determination, their location and the condition of the painted surfaces; and

(c) given the Tenant all records and reports available to the Landlord about lead-based paint or lead-based paint hazards in the Premises and in the common areas.

23.4 Lead Warning Statement. If the Premises are target housing, the following statement applies:

> Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

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23.5 Schedule A. The Landlord's disclosure, the list of records and reports, the Tenant's acknowledgment, the Agent's statement (if there is an Agent) and the certifications of accuracy, signed and dated by the Landlord, any Agent and every Tenant, are set out in Schedule A, in the language of this Lease.

23.6 No duty to test under this rule. The federal disclosure rule does not by itself require the Landlord to evaluate or reduce lead-based paint hazards. The Landlord will comply with any other federal, State or local law that requires inspection, testing, repair or abatement, and will keep painted surfaces in the condition that Applicable Law requires.

23.7 Records. The Landlord, and any Agent, will keep a copy of the completed Schedule A for at least three years from the first day of the Term.

23.8 New information. If the Landlord learns new information about lead-based paint or lead-based paint hazards in the Premises, the Landlord will give it to the Tenant in writing. Section 33.5 applies on a renewal.

23.9 Agent. If an Agent acts for the Landlord, the Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and 40 CFR Part 745, Subpart F, and is responsible for making sure that they are met.

24. Other disclosures required by state or local law

24.1 Owner and manager. The owner of record of the Premises, and the person authorized to manage the Premises and to receive notices and demands for the owner, are: [Owner and manager names and addresses: _____].

24.2 State and local disclosures. The Landlord has given the Tenant, before the Tenant signed this Lease, each disclosure, notice and information sheet that Applicable Law requires for the Premises, and each is attached to this Lease: [State and local disclosures attached: _____].

24.3 Known conditions. The Landlord discloses the following known conditions that materially affect the Premises: [Known conditions affecting the home: _____].

24.4 Acknowledgment. By signing this Lease, the Tenant confirms receipt of each disclosure listed in this Section.

24.5 No waiver. If a disclosure that Applicable Law requires is missing or incomplete, the Tenant keeps every right that the law gives the Tenant because of it.

25. Military service

25.1 Right to terminate. A Tenant who is a servicemember may terminate this Lease under the Servicemembers Civil Relief Act, 50 U.S.C. 3955, if:

(a) the Tenant signed this Lease and afterwards entered military service; or

(b) the Tenant, while in military service, signed this Lease and afterwards receives military orders for a permanent change of station, or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days; or

(c) the Tenant, while in military service, signed this Lease on receipt of military orders for a permanent

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change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days, and afterwards receives a stop movement order issued in response to a local, national or global emergency, effective for an indefinite period or for a period of not less than 30 days, that prevents the Tenant or the Tenant's dependents from occupying the Premises.

25.2 Notice. The Tenant terminates by delivering to the Landlord or the Agent a written notice of termination and a copy of the servicemember's military orders. The notice may be delivered by hand, by private business carrier, by mail with return receipt requested, or by electronic means, including by email to the Landlord's email address in Section 38.2.

25.3 Effective date. Because Rent under this Lease is payable monthly, the termination takes effect 30 days after the first date on which the next Rent payment is due after the notice is delivered. For example, if the notice is delivered on March 10 and the next Rent is due on April 1, the termination takes effect on May 1. A termination under Section 25.1(c) takes effect on the date on which the notice and a copy of the orders are delivered under Section 25.2.

25.4 Rent and charges. Rent is payable up to the effective date of termination and is prorated. The Landlord will not impose any early termination charge. The Tenant remains liable for any taxes, summonses and other obligations under this Lease that are due and unpaid at the time of termination, including reasonable charges for excess wear.

25.5 Refund of advance rent. The Landlord will refund any Rent paid in advance for a period after the effective date of termination within 30 days after that date.

25.6 Deposit and property. The Landlord will return the Deposit under Section 7 and will not seize, hold or detain the personal effects, Deposit or other property of the servicemember or a dependent in order to satisfy Rent for the period after a lawful termination.

25.7 Dependents. A termination under this Section also ends any obligation that a dependent of the servicemember has under this Lease.

25.8 Death or catastrophic injury. If a servicemember Tenant dies while in military service, or while performing full-time National Guard duty, active Guard and Reserve duty or inactive-duty training, the spouse or a dependent of the servicemember may terminate this Lease within one year after the date of death. If a servicemember Tenant incurs a catastrophic injury or illness during a period of military service or while performing such duty, the Tenant may terminate this Lease within one year after the date on which the injury or illness was incurred, or, if the Tenant lacks the mental capacity to contract or to manage his or her own affairs because of the injury or illness, the spouse or a dependent of the Tenant may do so. The notice and effective date rules in this Section apply.

25.9 Eviction. During a period of military service, the Landlord will not evict a servicemember Tenant, or the servicemember's dependents, from the Premises except by court order, while the monthly Rent is within the ceiling set under 50 U.S.C. 3951. A court may stay the eviction proceedings for 90 days, or for a longer or shorter period if justice and equity require.

25.10 Other rights. Nothing in this Lease limits any right that the Servicemembers Civil Relief Act or State law gives a servicemember or a dependent.

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26. Domestic violence protections

26.1 Covered housing. If the Premises are assisted under a covered housing program under the Violence Against Women Act (34 U.S.C. 12491):

(a) the Landlord will not deny, terminate or evict a Tenant on the basis that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking;

(b) an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be treated as a serious or repeated violation of this Lease by the victim or threatened victim, or as good cause to terminate the victim's tenancy; and

(c) the Landlord has given each Tenant HUD's Notice of Occupancy Rights under the Violence Against Women Act (form HUD-5380) and the certification form that the program requires.

26.2 State law rights. A Tenant who is, or whose household member is, a victim of domestic violence, dating violence, sexual assault or stalking may have rights under State law, for example to end this Lease early, to have the locks changed or to be released from liability. The Landlord will honor those rights when the Tenant follows the procedure that State law sets.

26.3 Lock change. If a Tenant who is a victim asks for the locks to be changed, the Landlord will change them promptly, and the cost will be borne as Applicable Law provides.

26.4 Confidentiality. The Landlord will keep confidential any information that a Tenant gives about an incident of domestic violence, dating violence, sexual assault or stalking, and will disclose it only with the Tenant's written consent or as Applicable Law requires.

26.5 Perpetrator. To the extent that Applicable Law allows, the Landlord may remove from the Premises, or end the tenancy of, a person who commits domestic violence, dating violence, sexual assault or stalking, without ending the tenancy of the victim or other household members.

27. Fair housing and nondiscrimination

27.1 Nondiscrimination. The Landlord will not discriminate against any person in the terms, conditions or privileges of this tenancy, or in the provision of services or facilities, because of race, color, religion, sex, disability, familial status or national origin, or any other characteristic that State or local law protects.

27.2 Equal terms. The Landlord does not use different lease provisions, including those about Rent, security deposits or the terms of a lease, because of any characteristic that Section 27.1 lists.

27.3 Reasonable accommodations. A Tenant may ask the Landlord at any time for a reasonable accommodation in rules, policies, practices or services, or for a reasonable modification under Section 17.3, when it may be necessary for a person with a disability to have an equal opportunity to use and enjoy the Premises. A request may be made orally or in writing. The Landlord will respond promptly and in good faith and will discuss alternatives with the Tenant if it cannot grant the request as made.

27.4 No interference or retaliation. The Landlord will not coerce, intimidate, threaten or interfere with any person in the exercise of fair housing rights, and will not retaliate against any person because that person has made a complaint, testified, assisted or taken part in any proceeding under the Fair Housing Act.

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27.5 Statements. No notice, rule or statement that the Landlord makes about the Premises will indicate any preference, limitation or discrimination based on any characteristic that Section 27.1 lists.

27.6 Conduct of residents. The Tenant, the Occupants and the Guests will not harass, threaten or intimidate any other resident, guest or employee of the Property because of any characteristic that Section 27.1 lists.

28. Sale of the property, subordination and foreclosure

28.1 Sale. The Landlord may sell or transfer the Premises. A buyer or other successor takes the Premises subject to this Lease. The Landlord, or the successor, will notify the Tenant in writing of the successor's name and address, and of where Rent is to be paid, and Section 7.7 applies to the Deposit.

28.2 Subordination. This Lease is subordinate to any existing or future mortgage or deed of trust on the Property, provided that the Tenant's possession is not disturbed while the Tenant performs this Lease, except as Section 28.4 and Applicable Law provide.

28.3 Status statement. Within ten days after the Landlord's written request, the Tenant will sign a short statement confirming, to the best of the Tenant's knowledge, that this Lease is in effect, the amount of the Rent and the Deposit, the date to which Rent is paid, and whether the Tenant claims any default by the Landlord.

28.4 Foreclosure. If the Property is sold at foreclosure, the Tenant has the rights that the Protecting Tenants at Foreclosure Act and State law give a bona fide tenant, including at least 90 days' written notice to vacate from the successor. If this Lease was entered into before the notice of foreclosure, the Tenant may stay in the Premises until the end of the Term, unless the successor sells the Premises to a purchaser who will occupy them as a primary residence, in which case this Lease may end on the date of that sale, but not before the Tenant has received the 90 days' notice. A lease or tenancy is bona fide only if the Tenant is not the mortgagor or the child, spouse or parent of the mortgagor, the lease or tenancy was the result of an arm's-length transaction, and the Rent is not substantially less than fair market rent, unless it is reduced or subsidized by a federal, State or local subsidy.

28.5 Notice of foreclosure. The Landlord will notify the Tenant promptly in writing if the Landlord receives a notice of foreclosure affecting the Property, and will give the Tenant the name and address of the person to whom Rent should be paid if that changes.

29. Default by the tenant

29.1 Monetary default. The Tenant is in default if the Tenant fails to pay Rent or any Additional Charge when it is due.

29.2 Other default. The Tenant is also in default if a Tenant, an Occupant or a Guest:

(a) fails to perform any other obligation under this Lease;

(b) gave materially false information in the rental application;

(c) engages in criminal activity on the Property that threatens the health, safety or right to peaceful enjoyment of other residents, or uses the Premises for an unlawful purpose; or

(d) abandons the Premises.

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29.3 Notice and cure. Before ending the tenancy for a default, the Landlord will give the Tenant written notice that describes the default and, for a monetary default, states the amount due. The Tenant may cure:

(a) a monetary default within [Days to pay after a notice of unpaid rent: _____] days after receiving the notice, or within any longer period Applicable Law requires; and

(b) any other default that can be cured within [Days to cure another default: _____] days after receiving the notice, or within any longer period Applicable Law requires.

If the Tenant cures the default within that time, this Lease continues. The Landlord may give notice ending the tenancy without an opportunity to cure only where Applicable Law allows it, for example for a default that cannot be cured or that seriously threatens health or safety.

29.4 Assisted tenancies. If the Tenant's Rent is assisted under the Housing Choice Voucher program, during the Term the Landlord may terminate the tenancy only for a serious or repeated violation of this Lease (including failure to pay Rent or other amounts due), a violation of federal, State or local law that imposes obligations on the Tenant in connection with the occupancy or use of the Premises, or other good cause, as 24 CFR 982.310 provides. The notice periods are those that the program rules and Applicable Law set.

29.5 Partial payments. The Landlord's acceptance of a partial payment does not waive a default or the Landlord's right to the rest of the amount due, except where Applicable Law provides otherwise. After serving a notice ending the tenancy, the Landlord may refuse partial payments where Applicable Law allows.

30. Landlord's remedies and eviction only through the courts

30.1 Court process only. If the tenancy ends because of a default and the Tenant does not leave, the Landlord will recover possession of the Premises only through a court action under State law and only after the notices that State law requires. The Landlord will not change the locks, remove doors, windows or appliances, remove the Tenant's belongings, shut off utilities or take any other action to force the Tenant out, except by a court officer carrying out a court order.

30.2 Damages. After a default, the Landlord may recover, as Applicable Law allows: (a) all Rent and Additional Charges that are due and unpaid; (b) damages caused by the default; and (c) Rent for the remainder of the Term, less the rent the Landlord receives, or could reasonably receive, by reletting the Premises. The Landlord will make reasonable efforts to relet the Premises to reduce its damages, as Applicable Law requires.

30.3 Servicemembers. Section 25.9 applies to the eviction of a servicemember or the servicemember's dependents.

30.4 Covered properties. If the Premises are a covered dwelling under 15 U.S.C. 9058, for example because the Property participates in a covered housing program or has a federally backed mortgage loan or federally backed multifamily mortgage loan, the Landlord will not require the Tenant to vacate before the date that is 30 days after the Landlord gives the Tenant a notice to vacate, to the extent that section applies.

30.5 Housing programs. If the Premises are in public housing or receive project-based or other federal rental assistance, the Landlord will give every notice that the program rules and Applicable Law require

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before ending the tenancy.

30.6 Remedies cumulative. The Landlord's remedies under this Lease are in addition to any other remedy that Applicable Law gives the Landlord, but the Landlord will use them only in the way that law allows.

30.7 Tenant's defenses. Nothing in this Section limits any defense or counterclaim that the Tenant may raise in a court action.

31. Default by the landlord and tenant remedies

31.1 Landlord default. The Landlord is in default if the Landlord fails to perform an obligation under this Lease or Applicable Law and does not cure the failure within [Days for the landlord to cure a default: _____] days after receiving the Tenant's written notice describing it, or within any shorter time that Applicable Law or the nature of the problem requires, such as an emergency under Section 15.3. If a cure reasonably needs more time, the Landlord is not in default if it begins the cure within that period and completes it with diligence.

31.2 Tenant's remedies. If the Landlord is in default, the Tenant may use any remedy that this Lease or Applicable Law gives the Tenant, including damages, an abatement of Rent, repair and deduct, rent withholding or escrow, or termination of this Lease, provided that the Tenant follows the procedure that Applicable Law requires.

31.3 No retaliation. The Landlord will not increase the Rent, reduce services, refuse to renew, threaten to evict or bring an eviction action because the Tenant has in good faith complained to a government agency about the condition of the Premises, asked for repairs, joined or organized a tenants' organization, or exercised any other right under this Lease or Applicable Law.

32. Early termination by the tenant

32.1 Option to end early. In addition to any right under Sections 25 and 26 or Applicable Law, the Tenant may end this Lease before the end of the Term by doing all of the following:

(a) giving the Landlord at least [Days' notice to end the lease early: _____] days' written notice stating the termination date;

(b) paying the Rent up to the termination date;

(c) paying an early termination fee of [Early termination fee: _____] on or before the termination date; and

(d) surrendering the Premises on the termination date under Section 34.

The parties agree that the early termination fee is a reasonable estimate of the Landlord's costs and lost Rent from an early termination, which are difficult to determine in advance, and is not a penalty.

32.2 Effect. If the Tenant meets the conditions in Section 32.1, the Tenant is released from any obligation to pay Rent for the period after the termination date. Section 7 applies to the Deposit.

32.3 Leaving without the option. If the Tenant leaves before the end of the Term without using Section 32.1 or another right, the Tenant remains liable under Section 30.2, subject to the Landlord's duty to make reasonable efforts to relet. The Tenant may propose a replacement tenant, and the Landlord will

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consider the proposed tenant under its standard screening criteria and will not unreasonably refuse a qualified replacement.

32.4 Statutory rights. This Section does not limit any right that Applicable Law gives the Tenant to end this Lease early without a fee, for example because of military service, domestic violence, the Landlord's failure to keep the Premises habitable, or the Landlord's unlawful entry or harassment.

33. Renewal, month-to-month holdover and notice to end the tenancy

33.1 Renewal. The parties may renew this Lease only by signing a new lease or a written extension. If the Landlord wishes to offer a renewal on different terms, the Landlord will give the Tenant written notice of the proposed terms at least [Days' notice of renewal terms or non-renewal: _____] days before the end of the Term.

33.2 Non-renewal. A party that does not wish to continue the tenancy after the Term will give the other party written notice at least [Days' notice of renewal terms or non-renewal: _____] days before the end of the Term, or the longer notice Applicable Law requires. If Applicable Law limits the reasons for which a landlord may refuse to renew, the Landlord will refuse renewal only for a reason that law allows.

33.3 Month-to-month tenancy. If neither party gives notice under Section 33.2 and the Tenant remains in possession after the Term with the Landlord's consent, including by the Landlord's acceptance of Rent for a period after the Term, the tenancy continues from month to month on the terms of this Lease. Either party may end the month-to-month tenancy by written notice given at least [Days' notice to end a month-to-month tenancy: _____] days before the end of a monthly rental period, or the longer notice Applicable Law requires. Section 5.5 applies to any change in Rent.

33.4 Holding over. If the Tenant remains in possession after the tenancy has ended by notice or otherwise without the Landlord's consent, the Tenant will pay, for each day of holding over, an amount equal to the daily prorated Rent, together with any other damages that Applicable Law allows. The Landlord may recover possession only under Section 30.1. The Landlord's acceptance of payment for a period of holding over does not create a new tenancy unless the Landlord agrees in writing or Applicable Law provides otherwise.

33.5 Lead disclosure on renewal. If the Premises are target housing, the Landlord will give the Tenant an updated lead disclosure before any renewal, unless the Landlord has previously disclosed all information required under Section 23 and has received no new information since.

34. Move-out, surrender, cleaning and return of keys

34.1 Surrender. When the tenancy ends, the Tenant will vacate the Premises; remove all persons and personal property; return all keys, remotes, access cards and parking permits to the Landlord; and give the Landlord a forwarding address in writing.

34.2 Condition. The Tenant will leave the Premises clean and in the same condition as at the start of the tenancy, as recorded in Schedule B, except for normal wear and tear and damage that no Tenant, Occupant, Guest or animal caused. The Tenant need not hire a professional cleaner but will pay the reasonable cost of the cleaning needed to bring the Premises back to the level of cleanliness at the start of the tenancy.

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34.3 Inspection. Section 8.5 applies to the move-out inspection.

34.4 Date of surrender. The Premises are surrendered on the date on which all Tenants and Occupants have vacated and the keys have been returned, or on which the Landlord lawfully retakes possession, whichever is earlier.

34.5 Final steps. Before leaving, the Tenant will arrange final meter readings and the closing or transfer of the utility accounts the Tenant pays, and will file a change of address with the postal service.

35. Abandonment and tenant's personal property left behind

35.1 Abandonment. The Premises are abandoned only when Applicable Law treats them as abandoned. Before retaking possession of Premises that appear abandoned, the Landlord will give any notice and follow any procedure that State law requires.

35.2 Property left behind. If personal property remains in the Premises or on the Property after the Tenant has surrendered the Premises, abandoned them, or been removed under a court order, the Landlord will store, notify the owner about, release and dispose of that property only as State law allows, and will account for any sale proceeds as that law requires. The Landlord may immediately dispose of trash and perishable food.

35.3 Servicemembers. Section 25.6 applies to the property of a servicemember or a dependent.

35.4 Death of a sole Tenant. If the only Tenant dies, the Landlord will cooperate with the Tenant's personal representative or next of kin to remove the Tenant's belongings, and this Lease may be ended as State law provides.

36. Attorney fees and costs

36.1 Prevailing party. In any court action between the Landlord and the Tenant arising out of this Lease or the tenancy, the prevailing party may recover reasonable attorney fees and court costs from the other party, to the extent that Applicable Law allows. This Section applies equally to the Landlord and the Tenant.

36.2 No other fees. The Tenant will not be charged attorney fees or collection costs except under a court award or as Applicable Law otherwise allows.

37. Joint and several liability

37.1 Each Tenant liable. If more than one person signs this Lease as a Tenant, each of them is jointly and severally liable for all obligations of the Tenant under this Lease, including the full Rent and the cost of any damage caused by any Tenant, Occupant, Guest or animal.

37.2 Notices. A notice from the Landlord to any one Tenant is notice to all Tenants. A notice from any one Tenant to end the tenancy is effective for all Tenants only if Applicable Law so provides or every Tenant signs it. This Section does not apply to a notice under Section 25 or 26, which affects the Tenant who gives it and those whom the law protects.

37.3 Departing Tenant. A Tenant who moves out remains liable under this Lease until the Landlord releases that Tenant in writing or Applicable Law releases that Tenant.

37.4 Military termination. A termination under Section 25 ends the obligations of the servicemember's

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dependents under this Lease.

37.5 Guaranty. If a person guarantees this Lease, the guaranty is a separate written agreement attached to this Lease.

38. Notices

38.1 Form and delivery. Every notice under this Lease must be in writing. A notice may be delivered by hand to the party (or, for the Tenant, to an adult at the Premises), by first-class or certified mail, by a recognized private carrier, or by email to the address in Section 38.2.

38.2 Addresses. Notices to the Landlord go to **[Landlord's address for notices: _____]**, email [Landlord's email for notices: _____]. Notices to the Tenant go to the Premises, email [Tenants' email for notices: _____].

38.3 When effective. A notice delivered by hand is effective on delivery. A notice sent by mail is effective three days after mailing, or on the day of delivery shown on the return receipt if earlier. A notice sent by private carrier is effective on delivery. A notice sent by email is effective on the day it is sent, unless the sender receives a message that it was not delivered.

38.4 Notices that law regulates. Where Applicable Law requires a particular form, content or method of delivery for a notice, such as a notice to pay rent or quit, a notice of termination, an eviction notice or a security deposit statement, the notice is effective only if it meets that law. Email alone is used for such a notice only where Applicable Law permits it.

38.5 Military notices. Section 25.2 applies to a notice of termination under the Servicemembers Civil Relief Act.

38.6 Change of address. Either party may change its notice address or email by written notice to the other.

39. Governing law and venue

39.1 Governing law. This Lease is governed by the laws of the State of **[State where the home is located: _____]**, where the Premises are located, and by applicable federal law.

39.2 Venue. Any court action arising out of this Lease will be brought in a court of competent jurisdiction in [County and state for court actions: _____], including any small claims court where the amount in dispute is within its limit.

39.3 Mediation. Before starting a court action about a dispute under this Lease, other than an action for possession, an emergency or a claim that a statute of limitations is about to bar, either party may propose mediation by a neutral mediator or a community mediation service. Mediation takes place only if both parties agree, and it does not extend any notice period or deadline under this Lease or Applicable Law. Nothing in this Lease requires arbitration.

40. Waiver, severability, entire agreement and amendment

40.1 No waiver. A party's failure or delay in enforcing a provision of this Lease does not waive that provision or any later breach. The Landlord's acceptance of Rent with knowledge of a breach waives that breach only where Applicable Law so provides.

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40.2 Severability. If any provision of this Lease is invalid or unenforceable under Applicable Law, that provision applies only to the extent it is valid, and the rest of this Lease remains in full effect.

40.3 Entire agreement. This Lease, including its Schedules and the following addenda, is the entire agreement between the parties about the Premises and replaces all earlier discussions and agreements: [Other addenda attached: _____]. No party has relied on any promise or statement that this Lease does not contain.

40.4 Amendment. This Lease may be changed only by a written amendment signed by the Landlord and every Tenant, except for changes to the rules under Section 12.3, changes in Rent under Section 5.5 after the Term, and changes that Applicable Law makes.

40.5 Binding effect. This Lease binds and benefits the parties and their heirs, personal representatives, successors and permitted assigns.

40.6 Survival. Obligations that by their nature continue after the end of the tenancy, including those concerning the Deposit, unpaid amounts, damage and indemnity, survive the end of this Lease.

40.7 Language. This Lease is written in English. If the Landlord and the Tenant negotiated this Lease mainly in another language, the Landlord will give the Tenant a translation where Applicable Law requires.

41. Counterparts and electronic signatures

41.1 Counterparts. This Lease may be signed in counterparts, each of which is an original, and all of which together are one agreement.

41.2 Electronic signatures and records. The parties may sign this Lease, its Schedules and any amendment or notice by electronic signature, and may keep them as electronic records. An electronic signature has the same effect as a handwritten signature, and an electronic record has the same effect as a paper document.

41.3 Copies. A complete signed copy delivered as a PDF or a scan has the same effect as the original. The Landlord will give each Tenant a complete signed copy of this Lease, with all Schedules and addenda, promptly after signing and within any time Applicable Law sets.

The parties sign this Lease on the dates below.

LANDLORD: [Landlord's full legal name: _____]
By (name and title): [Name and title of the person signing for the landlord: _____]
Signature:
Date: [Landlord's signing date: _____]

AGENT (if any): [Property manager or leasing agent: _____]
Signature:
Date: [Agent's signing date: _____]

TENANT: [Tenants' full legal names: _____]
Signature of each Tenant:
Printed name of each Tenant:
Date: [Tenants' signing date: _____]

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Schedule A. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Premises: [Property address with unit, city and ZIP code: _____]. Year built: [Year the dwelling was built: _____]. Complete this Schedule if the dwelling was built before 1978, unless an exception in Section 23.2 applies.

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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (the Landlord initials (a) and (b))

(a) Presence of lead-based paint and/or lead-based paint hazards (mark one):
( ) Known lead-based paint and/or lead-based paint hazards are present in the housing. Explanation: [Known lead-based paint or hazards: _____]
( ) The Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Landlord's initials:

(b) Records and reports available to the Landlord (mark one):
( ) The Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, including common areas, listed here: [Lead records and reports given to the tenant: _____]
( ) The Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Landlord's initials:

Tenant's acknowledgment (each Tenant initials)

(c) The Tenant has received copies of all information listed above.
Tenant's initials:

(d) The Tenant has received the pamphlet Protect Your Family From Lead in Your Home.
Tenant's initials:

Agent's acknowledgment (if there is an Agent)

(e) The Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of the Agent's responsibility to ensure compliance.
Agent's initials:

Certification of accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord: [Landlord's full legal name: _____]
Signature:
Date: [Landlord's signing date: _____]

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Agent: [Property manager or leasing agent: _____]
Signature:
Date: [Agent's signing date: _____]

Tenant: [Tenants' full legal names: _____]
Signature of each Tenant:
Date: [Tenants' signing date: _____]

The Landlord and any Agent keep a copy of this signed Schedule for at least three years from the first day of the Term.

Schedule B. Move-in and Move-out Condition Checklist

Premises: [Property address with unit, city and ZIP code: _____]. Move-in inspection date: [Move-in inspection date: _____].

For each area, mark the condition at move-in and at move-out as Good (G), Fair (F) or Poor (P), and describe any damage, stains, wear or missing items.

Entry and hallways (door and lock, walls, ceiling, floor, lights, closets)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Living room (walls, ceiling, floor or carpet, windows and screens, blinds or curtains, doors, lights and outlets)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Kitchen (walls, ceiling, floor, cabinets and drawers, countertops, sink and faucet, refrigerator, range and oven, hood or fan, dishwasher, microwave, garbage disposal, lights and outlets)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Dining area (walls, ceiling, floor, windows, light fixture)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Bedroom 1 (walls, ceiling, floor or carpet, windows and screens, blinds, closet and doors, lights and outlets, smoke alarm)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Bedroom 2 (walls, ceiling, floor or carpet, windows and screens, blinds, closet and doors, lights and outlets, smoke alarm)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Bathroom (walls, ceiling, floor, tub or shower, tiles and caulking, toilet, sink and vanity, mirror and cabinet, exhaust fan, towel bars)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Laundry and utility areas (washer, dryer, water heater, furnace or heat pump, filters)
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Exterior, balcony, patio, garage, parking space and storage
Move-in: ( ) G ( ) F ( ) P. Move-out: ( ) G ( ) F ( ) P. Notes:

Safety devices (smoke alarms, carbon monoxide alarms, fire extinguisher) tested and working at move-

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in: ( ) Yes ( ) No. At move-out: ( ) Yes ( ) No.

Keys and access devices issued at move-in: [Keys and access devices given: _____]. Returned at move-out:

Other conditions noted at move-in: [Other conditions noted at move-in: _____]

Landlord's signature and date at move-in:
Tenant's signature and date at move-in:
Landlord's signature and date at move-out:
Tenant's signature and date at move-out:

Schedule C. Rules and Regulations and Pet Addendum

Part 1. Rules and regulations

1. **Quiet hours.** Quiet hours are [Quiet hours: _____]. During quiet hours, music, television and other sound must not be audible outside the Premises.
2. **Trash and recycling.** Bag all trash, place it and recycling only in the containers provided, and do not leave trash in hallways, on balconies or outside doors. Break down boxes before recycling them.
3. **Common areas.** Do not leave personal property, bicycles, strollers or shoes in hallways, stairways or other common areas.
4. **Laundry.** Use the laundry facilities only during posted hours, remove laundry promptly and clean lint filters after each use.
5. **Balconies and patios.** Keep balconies and patios clean and use them only for outdoor furniture and plants in containers that do not leak. Do not hang laundry, rugs or towels over railings. Do not use charcoal or gas grills where the fire code or the Landlord's posted rules forbid them.
6. **Windows.** Use only curtains, blinds or shades in windows. Do not cover windows with foil, sheets or signs, and do not remove screens.
7. **Plumbing.** Do not flush wipes, paper towels, grease or feminine hygiene products. Report running toilets and dripping faucets promptly.
8. **Vehicles and parking.** Park only in assigned or marked spaces. Do not block driveways, fire lanes or other vehicles. Guests must use guest parking where provided.
9. **Lockouts.** If the Tenant is locked out, the Landlord will provide access when staff are reasonably available. The Tenant will pay a reasonable lockout charge only if the Landlord has posted it in advance and Applicable Law allows it.
10. **Deliveries and moving.** Schedule moves and large deliveries with the Landlord in advance and protect floors, walls and elevators while moving.
11. **Safety.** Do not tamper with fire alarms, sprinklers, extinguishers or emergency lighting, and do not prop open security doors.
12. **Accommodations.** Any rule in this Schedule is subject to a reasonable accommodation for a person with a disability under Section 27.3.

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Part 2. Pet addendum (applies only if a pet is allowed under Section 13.1)

1. **Pets allowed.** The only pets allowed are: [Pets allowed: _____]. No other animal may be kept, even temporarily, without the Landlord's written consent. This Part does not apply to an assistance animal under Section 13.4.
2. **Licenses and vaccinations.** The Tenant will keep each pet licensed and vaccinated as State and local law requires and will give the Landlord proof on request.
3. **Control.** Keep dogs on a leash and cats under control in all common areas. Do not leave a pet unattended on a balcony or patio, or tied up outside.
4. **Waste.** Pick up pet waste immediately and dispose of it in a sealed bag in the trash. Keep litter boxes clean and dispose of litter in sealed bags.
5. **Noise and nuisance.** The Tenant will not allow a pet to disturb other residents by barking, howling or other noise, or to threaten anyone's safety.
6. **Damage.** The Tenant will pay for all damage that a pet causes to the Premises or the Property, including cleaning, deodorizing, flea treatment and the repair or replacement of carpets, doors, screens and landscaping, beyond normal wear and tear.
7. **Liability.** The Tenant is responsible for any injury or damage that a pet causes to any person or property.
8. **Removal.** Section 13.3 applies if a pet threatens the health or safety of others or causes substantial damage.

Tenant's initials (Part 2):
Landlord's initials (Part 2):

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