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FLORIDA SUBLEASE AGREEMENT

The subtenant _____ agrees to rent the property located at _____ from the tenant _____.

The tenant sublets the following property to the subtenant for the term of this Agreement:

- ^ The real property known as _____ Apt #/Room # _____ in the City/Town of _____, State of Florida including exclusive use of: _____.
- ^ The following furniture and appliances: _____

The subtenant shall rent the property from the _____ day of _____ until the _____ day of _____. When the subtenant leaves the premises it shall be clean and in good repair.

The subtenant also agrees to pay a security deposit of \$ _____ on _____. This security deposit shall be returned minus any damages and unpaid rent within 10 days after termination of sublease and inspection of premises by tenant.

RENT:

The subtenant shall pay rent of \$ _____ per month on the _____ day of each month to _____ at _____ or mailed to the following address _____ by the agreed upon date.

UTILITIES:

All utilities and services beyond those supplied by the landlord or management shall be the responsibility of the subtenant.

DAMAGES:

The subtenant shall be responsible for any and all damages resulting from negligence or lack of care while in possession of the property, even if damages exceed the amount of the security deposit.

RULES AND REGULATIONS: The subtenant agrees to perform and be bound by all provisions of the Rental Agreement attached to this agreement, undertaking all obligations of the tenant.

ADDITIONAL PROVISIONS:

The subtenant agrees not to transfer this sublease in whole or part without prior written consent of the tenant. The subtenant also agrees to abide by the terms and conditions of the attached lease dated the _____ of _____, 20____.

Sample Roommate Agreement

This Roommate Agreement is made by the following roommates: _____ (the "Roommates").

The Roommates are co-tenants in the apartment located at _____ (the "Apartment").

There *is/is not* a written rental agreement or lease with the landlord, _____, for the Apartment (the "Rental Agreement").

The following Roommates have been named in the Rental Agreement:

The following Roommates have signed the Rental Agreement:

The Roommates agree to the following terms:

1. Rental Agreement. All of the Roommates agree to be bound by all of the terms of the Rental Agreement.

2. Lease Term. Each of the Roommates will live in the Apartment:
> for the period set forth in the Rental Agreement with the landlord, beginning on _____ and ending on _____
> on a month-to-month basis, and may terminate this Roommate Agreement by giving thirty days advance written notice to the other Roommates. (Note: This option does not affect any liability a roommate may have to the landlord pursuant to the Rental Agreement.)

3. Rent. The total monthly rent for the Apartment is \$ _____. Each Roommate will pay the following amount(s): _____. Rent shall be payable on the _____ day of each month directly to _____. The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Apartment's rent if the other roommates fail to pay their share.

4. Security Deposit. The total security deposit for the unit is \$ _____. Each Roommate has paid / to the landlord / to _____ the following amount(s): _____. Each Roommate will receive a his/her share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit shall be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates shall be paid only by that Roommate. The deposit *does/does not* include last month's rent.

ROOMMATE AGREEMENT

This roommate contract is provided for the mutual benefit of roommates, and does not constitute legal advice. If you need legal advice, you must contact an attorney.

Section 1. The Parties & Property

Date: _____

New Tenant: _____ hereinafter referred to as the "New Tenant"

Landlord/Principal: _____ hereinafter referred to as "Landlord/Principal".

Current Co-Tenant(s): _____,
_____, _____

Property: _____ (address).

This agreement is to last for the same term as our lease agreement, which runs from _____ [start date] to _____ [end date].

- New Tenant understands that they are entering into a legally binding agreement that is enforceable by and between the other roommates and the Landlord/Principal Tenant.
- If the owner of the property is not living in the shared residence I understand that this agreement is not enforceable with regard to it's owner, and will not protect me against any claims that the owner may have against myself or my roommates under our roommate contract.

Section 2. Security Deposit

- The security deposit for the rental premises is _____ Dollars (\$ _____) totaling _____ Dollars (\$ _____) including all the roommates combined deposits.
- The New Tenant agrees to accept responsibility for damages, which my pet(s), my guests, or that are cause and will reimburse the other roommate(s) for the part of their security deposit withheld for these damages.

Ohio Standard Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH :

WHEREAS, Landlord is the fee owner of certain real property being lying and situated in _____ County, Ohio, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ [specify number of months or years], such term beginning on _____, and ending at 11:59 PM on _____.
2. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$ _____) payable on the _____ day of each month of the term, in equal installments of _____ DOLLARS (\$ _____). first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$ _____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, _____, _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of

RENTAL AGREEMENT FOR A ROOM IN A PRIVATE HOME

This Agreement is between _____ (Property Provider) and _____

(Tenant)

for the rental of a room located at _____.

The monthly rent is \$ _____, payable on the _____ day of every month.

A security deposit of \$ _____, including Last Month's Rent (Yes No), paid on _____ (date), shall be refunded by Property Provider within 21 days following Tenant's move-out, less any appropriate and reasonable charges for cleaning and/or for damages caused by Tenant and/or Tenant's guests.

With 30 days written notice to Tenant, Property Provider may raise the rent, alter the terms of the agreement, or terminate the tenancy; 60 days written notice will be given to terminate the tenancy if Tenant has resided on the premises for at least one (1) year. Conversely, the Tenant MUST give Property Provider 30 days written notice of intent to quit the premises.

Property Provider agrees to provide the following:

- | | | |
|--|-----------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Gas | <input type="checkbox"/> DSL/Internet Service |
| <input type="checkbox"/> Trash Removal | <input type="checkbox"/> Water | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Gardener | <input type="checkbox"/> Other _____ |

Property Provider and Tenant agree to honor the following House Rules and any additional written Rules attached:

Room Maintenance and Privacy: Tenant shall maintain room in a safe, clean and sanitary condition. Other than in emergency situations, Property Provider may enter room to initiate repairs only after giving Tenant 24-hour advance written notice.

In case of emergency, Tenant authorizes Property Provider to contact:

Name/Relationship: _____ Phone: _____

Name/Relationship: _____ Phone: _____

Sample Form

Room lease contract template

Essential elements of a contract of lease. Elements of a contract of lease. How do i create a free lease agreement.

A roommate agreement, otherwise known as a room rental agreement is a contract used between two or more tenants to sublet a rental property's bedrooms while sharing its common (communal) areas. Roommate Agreements by State How Roommate Agreements Work A roommate agreement is when more than one person (usually not related) live in the same dwelling unit and share common areas. Roommate agreements can be used between co-tenants in an apartment, house, dorm room, or any other type of shared living space. This agreement outlines rules and obligations that co-tenants must uphold. Although most of the mandates in a roommate agreement are not legally binding, the financial responsibilities addressed in a roommate agreement can be. It is important to note that a lease or rental agreement isn't the same contract as a roommate agreement, but they can overlap in some respects. Let's take a closer look at the difference between a lease/rental agreement and a roommate agreement. Lease/Rental Agreement. A legally binding agreement that is signed with the landlord and tenants. It secures a tenancy for a certain amount of time and all tenants must abide by the rental/lease agreement or face termination. Not all co-tenants need to be added to lease or rental agreement, although it is common for each tenant that is financially responsible for the property's rent and utilities to be listed on the agreement. Roommate Agreement. An agreement signed in addition to the lease or rental agreement and is signed among roommates. All roommates should sign and review this supplementary agreement as it establishes rules and obligations between the co-tenants. Obligations and rules may include: Rent. How co-tenants plan to divide the monthly obligations owed to the landlord. Food and Utilities. How co-tenants plan to divide additional monthly expenses. Cleaning/Chores. How co-tenants plan to keep the property tidy and clear of garbage. Moving Out. Informs co-tenants of the notice period they must provide before they move out. Overnight Guests. Sets rules between co-tenants if overnight guests are allowed. Benefits of Using a Roommate Agreement There are many benefits to using a Roommate Agreement, let's take a closer look: Sets rules to avoid violations and non-compliance. Outlines a division of the living space. Provides guidance on house rules which can include food, supplies, cleaning, quiet hours, and overnight guests so there are fewer conflicts and disputes. It can be used as a guideline of the financial obligations each roommate must uphold. This can include monthly rent, how much each roommate pays for each utility, and the individual contribution that was paid for a security deposit. A written document that could be admissible in court. How to Write a Roommate Agreement Below are instructions on how to write a roommate agreement. I. INTRODUCTION. 1. Insert the date the Roommate Agreement is executed. 2. Add the names of each roommate that will enter into this agreement. 3. Insert the rental unit's full address. II. LEASE. 4. Include the date the lease will begin. 5. Write the date the lease ends along with the landlord's full name. 6. Insert the amount of the security deposit. III. TERM. 7. Enter the date the roommate agreement begins and ends. IV. SECURITY DEPOSIT. 8. Insert the security deposit amount. 9. Add the names of each roommate and provide the security deposit amount each tenant provided. 10. Check this box if the co-tenants will receive shares of the security deposit when the same is returned by the landlord upon the termination of the lease. 11. Mark this box if the co-tenants know that the security deposit is not deductible until the lease is terminated, except if a new co-tenant replaces another co-tenant who has opted to leave before the end of the term of the roommate lease agreement. 12. Check this box if a co-tenant's security deposit share will be returned before the termination of the lease or the roommate lease agreement and that the unpaid share of the rent, repairs, cost of repair damage to furniture, or reasonable costs incurred in finding a new co-tenant can be deducted. 13. If there is other information, write it here. V. RENT. 14. Insert the rent payment that is due every month. Include the date it is due each month. 15. Add the person or company to where rent payments should be made to. 16. Mark this box if rent will be shared equally. State the amount that each person owes. 17. Check this box if each tenant will be pay a different amount. Provide each co-tenant's name and the amount they will pay per month. 18. List other information here. VI. UTILITIES. 19. Check this box if each roommate will share the cost of the utilities and list the co-tenants' names. 20. Mark this box if the co-tenants will pay their share of the utility cost. Insert the amount of days the payment needs to be made before it's due. 21. Check this box if one person is responsible for getting the payments to the utility companies. 22. Mark this box if there is other information. VII. VIOLATIONS OF THE AGREEMENT. 23. If a co-tenant is in violation of the lease, indicate how many instances of repeated violations they have before their agreement terminates. VIII. LEAVING BEFORE THE CONTRACT ENDS. 24. Write how many days' notice a co-tenant has if they want to leave and their part of the agreement. IX. HOUSE RULES. 25. Mark this box if the co-tenants will be responsible for their own food and supplies. 26. Check this box if the co-tenants will equally share the cost of food and supplies. Indicate the items that will be shared. X. CLEANING. 27. Mark this box if the co-tenants agree to keep the dwelling unit and their bedrooms clean and in a sanitary condition. List any chores that will be rotated on a weekly basis. If you do not agree with this, do not mark this box. XI. GUESTS. 28. Write how many overnight guests are allowed at one time. 29. Indicate how many consecutive nights the guest(s) are allowed to stay. 30. Write how many nights in any given month the overnight guests can stay. XII. OTHER. 31. If there is other information to provide, list it here. XII. BEDROOM. 32. Specify the co-tenant and their bedrooms. Write the name of each co-tenant and which room they will reside in. XIV. GOVERNING LAW. 33. Indicate the state where this agreement is applicable by law. XV. AUTHORIZATION. 34. Insert the date this agreement was executed by the co-tenants. 35. Add the signature and printed name of each co-tenant. XVI. LANDLORD'S CONSENT TO ROOM RENTAL AGREEMENT. 36. Insert the date that this consent was made. Write out the landlord's full name and address. 37. Write the lease date and co-tenants' names. 38. Add the property address of the rental unit. 39. Insert the date that the Room Rental Agreement was entered into. 40. Add the co-tenants' names. 41. Include the signature of the landlord, printed name and the date that it was signed. Violations of Roommate Agreement Rules A Roommate Agreement should include how to deal with disputes. Laying out the rules and terms in the contract will decrease the chance of future disputes. Let's take a closer look at some issues that might come up: Unpaid Rent Landlords typically include a lease clause stating that all the co-tenants are "jointly and severally" responsible for paying rent. If one of the roommates does not pay their share of the rent, the other roommates(s) are held responsible. The original lease agreement made with the landlord takes precedence over agreements made among roommates; however, the financial responsibilities outlined in a roommate agreement can be legally binding. A judge might enforce all of the financial agreements in a roommate agreement, including the rent and utility payments. Uncleanliness and Not Upkeeping the Task of Chores When signing a roommate agreement, cleaning tasks and other chores expectations should be clearly outlined. Any shared tasks for common areas (i.e., taking out the trash, cleaning the kitchen, etc.) should be reviewed and agreed upon by the co-tenants. If a co-tenant does not uphold their responsibilities, they can be in non-compliance with the Roommate Agreement. If there are repeated violations, the co-tenants can terminate the Roommate Agreement and ask the roommate to vacate the dwelling unit. Damage to the Property The Roommate Agreement should outline how many repeated violations a roommate can commit before their agreement shall terminate. It's important to note that landlords can legally hold all the roommates responsible under the original lease agreement for the negative actions of one roommate. A landlord can terminate tenancy for all roommates if there is a legal reason and proper notice is given. A landlord can choose if they want to hold all tenants equally liable for lease violations or if they only want to penalize the roommate in violation. Ultimately, it is up to the landlord and how they want to handle the situation. A standard residential lease agreement (or "rental agreement") is a written document between a landlord and tenant that formalizes an agreement to rent real property for a fee. The contract must include specific details such as the monthly rent and the responsibilities of each party. Types of Lease Agreements A lease is a legally binding agreement between the landlord and tenant. The agreement allows a tenant to use the property in exchange for a rent payment. Standard/Fixed Term - The most common lease agreement is a fixed term agreement, typically payments is due every month, and the lease term is generally one year or a fixed lease period. Month-to-Month - An agreement which typically lasts for 30 days and usually involves an automatic lease renewal. The lease will continue until a tenant or landlord provide a notice to end the tenancy. One Page (Simple) - A simple, one-page agreement between the landlord and tenant for a fixed term. Sublease - This agreement can be constructed in two ways: a tenant who wants to end their lease early, but the landlord denies the early termination and instead decides to rent to a subtenant until the expiration of the lease; or a tenant who wants to remain in the dwelling unit while renting a room to a subtenant. Roommate - This agreement is designed for tenants who live in the same dwelling unit and share common areas. This type of agreement can be constructed in two ways: among roommates; or among roommates and the landlord. Commercial - A lease that is used for commercial business property (e.g., retail, office space, or industrial use). Short-Term (Vacation) - A short term tenancy that typically lasts a few days. Land Lease - A lease which can be used to purchase home and land. Rent to Own - An agreement where the tenant has the option of purchasing the dwelling unit. Typically, the lease includes both rent payments and additional payments for a down payment on the home. Lease Agreement Basics A lease outlines a plan of tenancy and defines the rights and responsibilities of both the landlord and tenant. What is the difference between a lease and a rental agreement? The biggest reason between a lease agreement and a rental agreement is the length of the contract. Rental Agreement - secures a tenancy for a short period of time, typically a month or a 30-day period. Month-to-month rental agreements typically renew each month unless the landlord or tenant provides a notice to terminate the tenancy. Landlords have the authority to revise the rental agreement and may choose to increase rent, change the terms of tenancy, or terminate the agreement on short notice. Lease Agreement - secures a tenancy for a longer period of time, generally a year. During that time, the landlord is unable to raise the rent or change the terms of the tenancy unless the lease agreement allows for modifications, or the tenant agrees to the changes in writing. Landlords in high vacancy areas often prefer leases due to the income stability and low turnover costs. Can a tenant rent without a lease agreement? Depending on the state, a written lease may be required to make disclosures or impose duties relating to tenancies. Oral lease agreements may satisfy some state or local laws but with a clear written agreement, a potential tenancy conflict may arise. It is important to note that without a written agreement, landlords run the risk of not being able to collect or secure a security deposit for unpaid rent or property damage. Can you write your own lease agreement? You can write your own lease, but to increase landlord-tenant protection, use a lease agreement template or contact an attorney for legal advice. This way, landlords can ensure that the lease is legally compliant and protects your rights as a landlord. Typical Lease Agreement Provisions A lease agreement or rental agreement outlines the basic rules and terms that both the landlord and tenant agree to. Below are examples of important information that should be included in every lease or rental agreement. Names of Tenants/Landlords - The agreement should state the names of the tenants, landlord, or any individual authorized to speak on behalf of or accept payments for the property. Some states require a landlord to disclose the contact information of anyone authorized to speak on behalf of or accept payments for the property to the tenant(s). Resident Contact Information - Knowing how to effectively communicate between a tenant and landlord can save a lot of hassle. Outline how both the tenant and landlord want to be contacted (e.g., text, phone, written notice, etc.). Limits on Occupation - Having this outlined in the agreement guarantees a landlord's right to determine who should be occupying the dwelling unit. If a person's name is not on the agreement, it could potentially be grounds for eviction. Type of Tenancy - The agreement should clearly state what type of tenancy arrangement a landlord will have with the tenant (e.g., month-to-month, fixed term, etc.). Include the start date, tenancy length and expiration date (if there is one). Payment of Rent - Details of how the rent should be paid (i.e., mailing a check, paying online, etc.), acceptable payment methods, the amount of rent owed, the date the rent is due (i.e., the first of every month) should all be explained in the agreement. If a landlord is charging a late fee or charging for a bounced check, this should be outlined in the lease or rental agreement. Deposits and Fees - To avoid any confusion or conflict, it is recommended to describe how the security deposit will be used (i.e., damages), the amount of the security deposit being collected, how the security deposit will be returned and depending on state laws, where the security deposit will be held and if any interest will be paid to the tenant. Any non-refundable fees should be clearly stated such as a pet deposit or cleaning fee. Repairs and Maintenance - The agreement should clearly layout the landlord and tenant's responsibilities to maintain the dwelling unit (i.e., keep the premises clean, changing the batteries in a smoke detector, maintaining the yard, etc.). This should also outline any restrictions imposed on tenant's making repairs to the dwelling unit. Landlord's Access to the Property - To avoid any discrepancies regarding a landlord's right to access the premises and to avoid any privacy issues, it must be clarified in the lease agreement of how much notice must be provided to the tenant. A landlord may access the property to make necessary repairs or in some states to show the unit to potential renters. Rules and Policies - Important rules, regulations, and policies (i.e., smoking restrictions, rent control ordinances, health/safety codes, prohibiting illegal activity, or permitting pets, etc.) should be outlined in the agreement. This helps limit a landlord's liability. Disclosures - Depending on the state, federal, state or local laws might require landlords to disclose information in the agreement. State Lease Agreement Laws After a lease agreement is signed by both parties, the landlord may be required by state law to provide a copy of the rental agreement upon request. Below are some examples of state requirements for providing copies to tenants. State Requirement California Within 15 Days of Execution Delaware Upon Execution Hawaii Provide a Copy Kansas Provide a Signed Copy New Mexico Prior to Move-In New York Within 30 Days of Signing Tennessee Provide a Copy for All Lease Terms 3 Years or Longer Utah Upon Execution Oregon Provide a Copy and All Amendments/Additions Washington Distribute an Executed Copy to Every Tenant Who Signs the Agreement Wisconsin At the Time of the Agreement Required Disclosures and Addendums Required disclosures and addendums vary by state. Disclosures may be made in the lease or rental agreement and addendums may be attached separately to the lease or rental agreement. Below are the most common required disclosures. Lead-Based Paint - It is a federal law that landlords provide notice of the potential risks of lead-based paint in homes built prior to 1978 with a specific disclosure form and pamphlet in addition to any known hazards in the building. Asbestos - Informs tenants if there is asbestos at the property so that a tenant can take certain precautions to minimize the chance of disturbing the asbestos fibers. This disclosure is required for properties built before 1981. Bed Bugs - For rental units with a history of infestation, it is recommended to provide information on the protocol for handling a bed bug infestation. This will notify the tenant of their obligation to cooperate with bed bug prevention by promptly reporting any sign of infestation to the landlord. Landlord's Name & Address - Landlords or any individual authorized to manage the rental property must disclose their name and address so future legal notices and demands that are sent by the tenant can be properly delivered. Mold Disclosure - Informing the tenant of the current mold status of a property to protect against future liability of mold damages which might be caused by a tenant's negligence during the lease term. Shared Utilities Arrangements - For rental units with shared utilities, it is recommended to disclose the specifics of how they are shared, and how each party's bill is calculated, so that tenants have a reasonable expectation of what they owe each month. Move-in Checklist - An itemized list of damages to the property before the tenant moves in will clarify that the tenant is responsible for any serious damages that occur during the lease term. Refundable/Non-Refundable Fees - If nonrefundable fees are charged, such as a pet fees or other one-time expenses like access to amenities, they must be stated as "nonrefundable" in the lease. Otherwise, they may be subject to a refund upon termination of the lease. Smoking - It is recommended to state where smoking or medical marijuana use is and isn't allowed on the property so that expectations are clear. Late and Returned Check Fees - Landlords are recommended to disclose any late fees or returned (bounced) check fees that they intend to charge. Some states limit how high these fees can be and should reflect the actual expenses incurred by the landlord because of a late payment. Illegal Clauses It is unlawful for a landlord to require a tenant to waive any of their rights or place discriminatory conditions in a lease or rental agreement. Illegal provisions may result in the landlord being liable for damages. Here are a few examples of illegal provisions. Warranty of Habitability - Every state (except for Arkansas) has an implied warranty of habitability meaning that landlords have an obligation to keep the dwelling unit in a livable condition. Landlords are required to follow specific health and safety codes that provide minimum standards for rental units. This right to a livable dwelling unit cannot be waived. Tenant Responsible for Maintenance and Repairs - Landlords need to pay for the property's maintenance and repairs; however, many leases and rental agreements are written to purposely confuse tenants when describing the landlord's responsibilities. This is to make tenants feel that the maintenance and repair responsibilities are theirs. It is important to note that in certain circumstances, a tenant may be responsible for a repair if they negligently or deliberately destroy part of the premises. Charging Penalties Instead of Fees - All late fees and nonrefundable fees must be outlined in the lease or rental agreement. Late fees cannot be seen as a penalty for paying rent late, instead, the fee should reflect a reasonable estimate of the amount that the late payment will cost the landlord. Security Deposit - Security deposit deductions are the most common cause of lease disagreements. Tenants cannot be charged for damage they did not cause, costs the landlord did not incur, or normal wear and tear of the property. Many states regulate how a landlord can use a security deposit. How to Write Below is a step-by-step process on how to fill out a lease agreement. Section I. The Parties Date - Include the date when the agreement was written. Landlord's Contact Information - Include the landlord's name and current mailing address. Tenant's Names - State the tenant(s) full name(s). Section II. Location of the Premises Address - Include the property address that is being leased. Section III. Lease Term Lease Term - Define the terms of the lease by clearly stating when the lease term begins and ends. Termination Notice - Include the termination notice period. Section IV. Rent Monthly Rent Due - Include the price of rent that is due per month. When Rent is Due - Write the date rent is due, typically rent is due on the first of each month. Late Fees & Grace Periods - In most states, a late fee can be charged if rent is not paid on time. If there is a late fee, enter when rent is considered late and the fee for each day or occurrence rent is late. Returned Checks - Enter where or not there will be a fee for a bounced check with non-sufficient funds (NSF). If there is a fee, enter the amount per bounced check. Rent Increase - Include when the rent increase will become effective. Section V. Security Deposit Security Deposit - If a security deposit will be collected at the beginning of the lease, the amount should be disclosed in the agreement. Generally, this is equal to one month's rent. Each state's security deposit law indicates what a landlord can use the money for and the maximum amount that can be charged. Section VI. Use of Property Occupants - Name all tenants who are allowed to occupy the property so there are no discrepancies. This should include the tenant's immediate family (including children) who will reside in the dwelling unit. Section VII. Subletting Assignment - Check the appropriate box to allow or deny the tenant to sublet the dwelling unit. If a landlord is allowing the tenant to sublet, it is important to indicate the number of days the tenant must notify the landlord of the subtenant's contact information. Section VIII. Right of Entry Landlord Access - Landlords have a right to enter the dwelling unit during normal business hours by providing prior notice to tenants. Check with your state law to confirm if there is a required notice period. Section IX. Non-Delivery of Possession Non-Delivery of Possession - If the landlord cannot deliver possession of the property to the tenant at the designated lease term start date, the landlord shall have a certain amount of time which must be outlined in the lease to give possession of the property. Always check with state and local laws to confirm if there is a required possession period. Section X. Utilities Utilities - Indicate which utilities and services the landlord will provide to the tenants. Any utility or service not mentioned in the lease will be the responsibility of the tenant. Section XI. Pets Pets - Indicate if pets are allowed in the rental unit. If they are, outline any restrictions such as the type of pet allowed, the number of pets, weight restrictions. If the landlord is charging a non-refundable pet fee this should be clearly stated in the lease. Check with state laws to see if there is a limit on the amount a landlord can charge for a deposit. It is important to keep in mind that it is illegal to charge a pet deposit/fee for services or emotional support animals. Section XII. Default Default - This section touches on lease termination. If the lease will be terminated by the landlord for noncompliance enter how many days of notice shall be given. Next, if the lease will be terminated by the landlord for nonpayment of rent enter how many days of notice shall be given. It is important to check with state laws regarding notice periods. Section XIII. Notice Notice - To create a line of communication for important notices or demands between tenant and landlord, it is recommended that a landlord provides their mailing address in the lease. Section XIV. Parking Parking - The lease should inform the tenant if parking is included or not. If it is included, indicate how many parking space(s) are available to the tenant, the cost, and a description of the parking space(s). Section XV. Early Termination Early Termination - Gives the tenant to break the lease early or not. The lease must indicate the notice period for breaking the lease and the termination fee. It is important to check with state laws regarding early termination fees. Section XVI. Smoking Smoking Policy - Indicate if smoking is allowed or not allowed on the property. If there is a smoking policy, name the designated area(s) where a tenant can smoke. Section XVII. Signatures Signatures - The landlord and each tenant (who is an adult) should sign and date the agreement. A copy should be distributed to each tenant as well. It's important to follow state law on distributing lease copies.