



Continue

House rental contract Philippines

This **HOUSE (FULLY FURNISHED) LEASE/RENTAL AGREEMENT** is made and executed at the City of Cagayan City, Philippines, this 1st day of July, 2011, by and between:

MARTIN M. ALBANTE, of legal age, single, Filipino, and with residence and postal address at No. 00-000, Jenson St., East Bago-Bago, Cagayan City hereinafter referred to as the **LANDLORD**.

AND 4allcontracts.com

JAMIN B. BAKER and EDWARD RAY BAKER, JR., spouses, of legal age, and with residence and postal address at Phase 1, Block 3-Lot 7, Magdalena Homes, Sta. Teresa, Subd., Zamboanga, hereinafter referred to as the **TENANTS**.

WITNESSETH, THAT

WHEREAS, the **LANDLORD** is the owner of **HOUSE (FULLY FURNISHED)**, a residential property situated at Phase 1, Block 3-Lot 7, Magdalena Homes, Sta. Teresa, Subd., Zamboanga;

WHEREAS, the **LANDLORD** agrees to lease-out the property to the **TENANTS** and the **TENANTS** is willing to lease the same;

NOW THEREFORE, for and in consideration of the foregoing premises, the **LANDLORD** leases unto the **TENANTS** and the **TENANTS** hereby accepts from the **LANDLORD** the **LEASED** premises, subject to the following:

TERMS AND CONDITIONS

1. PURPOSES: The premises hereby leased shall be used exclusively by the **TENANTS** for residential purposes only and shall not be diverted to other uses. It is hereby expressly agreed that if at any time the premises are used for other purposes, the **LANDLORD** shall have the right to rescind this contract without prejudice to its other rights under the law.

2. TERM: This term of the lease agreement is for **THREE (3) MONTHS**, from 18 July 2011 to 18 October 2011 inclusive. Upon its expiration, this agreement may be renewed under such terms and conditions as may be mutually agreed upon by both parties, written notice of intention to renew to be given at least 30 days before the expiration date.

apply date of the period herein agreed upon.

3. LEASE/RENTAL RATE: The monthly rental rate for the leased premises shall be in **PECSO: TWENTY-TWO THOUSAND (P 22,000.00)**, Philippine Currency. All rental payments shall be payable to the **LANDLORD**.

4. SECURITY DEPOSIT: That upon signing of this **AGREEMENT**, the **TENANTS** agrees to pay the one (1) month advance and two (2) months security deposit to the **LANDLORD** on or before August 5, 2011 in an amount equivalent to the rent for **THREE (3) MONTHS** of the sum of **PECSO: SIXTY-SIX THOUSAND (P 66,000.00)**, Philippine Currency (said payment shall be made in the form of cash or cashier's check and is all due on or before 5 August 2011), wherein the two (2) months deposit shall be applied and shall answer partially for damages and any other deductions. There is specified lease violation/s of immediate cessation of this contract.

Room Lease Template

Room lease registration number: _____

The room lease registered on ____/____/____ [date of acceptance]

Between

The landlord:

Name: _____

Address: _____

Phone Number: _____ hereinafter referred to as the lessor.

And

The tenant:

Name: _____

Permanent Address: _____

Contact Number: _____ hereinafter referred to as the lessee.

Whereas the lessee is ready to pay \$ _____ [rent amount] as monthly rental and \$ _____ [amount in the

local currency] as an advance amount in the first week of every month. The room is located at:

Street Address: _____, City: _____, State: _____, PIN: _____

The lease expires on _____ [date].

The signatures of both the parties are enclosed below:

Signature of the lessor

Signature of the lessee

More at sampletemplates.org

PREMISES: _____

LANDLORD: _____

Date of Lease: _____

Lease Term: _____

Commencement Date: _____

Termination Date: _____

1. Use and Occupancy

The Premises may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Premises on the Commencement Date shall not create liability for Landlord. In the event that possession of the Premises is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Premises is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered. In such event, the Termination Date shall not change.

A House Lease Agreement is a legally binding rental contract between a landlord (lessor) and a tenant (lessee) explicitly tailored for renting a house. It contains detailed information to ensure the tenant and landlord understand all of their contractual obligations. Why Use a House Lease Agreement? This agreement is geared specifically toward house rentals and often contains more personable information since the owner may also live in that property or may at a later date. Rental Situations There are various rental situations in which you would want this type of agreement. Here are a few common situations: Standard house rentals. Any time you rent out a house, whether you own several investment properties or are renting your former home. Renting your home to family or friends. Even if someone is renting to a family member or friend, this agreement is necessary to protect the landlord, the tenant, and the relationship between both parties. Renting a room in your house while you live there. Just because you are only renting out a room in your house does not mean you should not have a House Lease Agreement. This type of agreement is still essential in this situation and can be tailored to the unique situation by outlining boundaries for the parties that will be sharing the house as their residence. Reasons to have a House Lease Agreement Highlight Items Unique to House Rentals. Instead of using a standard lease agreement, a House Lease Agreement can provide specific details on items that are unique to renting a house as opposed to, for instance, an apartment. These specific items can include such things as maintaining the yard and use of the garage and driveways. Include all Relevant Clauses. A detailed agreement can be used to include as many clauses as are necessary to protect your house and financial interests. While some landlords may opt for an abbreviated agreement, you may not want to do so with a house you own. A House Lease Agreement ensures you leave nothing to chance when renting your house. Details and Instructions. A well thought out agreement will not only cover all the important areas but it allows you to provide specific details and instructions on those important topics such as security deposits and damages. This will reduce the chance of disputes between landlords and tenants. Protection. An agreement protects both the landlord and the tenant. This could be protection for the landlord when a tenant unexpectedly moves out or protection for a tenant if a property becomes uninhabitable. Expectations of Parties. The agreement can help ensure that both parties are clear on the expectations of the other party. Required by law. In some states, a written agreement is required by law. Drawbacks of a House Lease Agreement Scaring away a Qualified Tenant. A standard House Lease Agreement can be long with some clauses that might make a potential tenant nervous. If you find yourself with a qualified yet hesitant tenant, you may want to consider using a simpler 1 Page Lease Agreement. Harder to Read and Understand. This type of agreement can be lengthy. A tenant may struggle to read through and understand all of the clauses in this agreement. If not clearly explained, confusion on these clauses may lead to disputes during the lease term. Less Efficient to Finalize. It may take longer to finalize if a tenant has questions or even disagrees over the use of any clauses. What to Include in a House Lease Agreement Renting out a house is different from renting out other types of properties. You may have plans to live at this property or sell it shortly. Make sure your agreement protects you and your property. In addition, make sure it is tailored to your house and whatever requirements are important for maintaining the property in good condition. Essential Terms and Conditions The following terms and conditions must be included: Lease Terms. Specifically, whether it is a fixed lease or a month-to-month lease, and the start and end date for the lease term. Payments. Include all payments and potential fees you will be requiring from the tenant, how they should make those payments, and when they are due. Signatures. Without signatures from both the landlord and tenants, the agreement will have no legal effect. Specific Items to Include in a House Lease Agreement Here are the specific items you should include and a brief explanation of their purpose: Date. The date the agreement goes into effect and is being signed. Parties. This will include the landlord and all tenants that will be bound by the agreement. It is also recommended that you include the address for the landlord as well as the current address for the tenants. Occupants. If any occupants are not tenants (e.g., kids) you should list them in the House Lease Agreement as well. Purpose. This is a house. Make sure it is clear that the house will be used as a residential dwelling only. Premises. The full property address of the house should be included at the beginning of the agreement. You may also want to include the number of bedrooms and bathrooms. If you are sharing the premises with your tenant you will want to include which rooms the tenant will be renting and which are common areas. Furnishings. Include whether or not the house will come furnished. For any furnishings being provided, include a description of those items. Appliances. Indicate which, if any appliances, will be provided by the landlord. Lease Term. The agreement should indicate whether this is a fixed-term lease or a month-to-month lease. If a fixed-term lease, it should include the start and end date of the lease. If a month-to-month lease, it should include when the lease starts and the required notice for ending the lease. Many states require a certain amount of notice for terminating a month-to-month lease. Rent Include the amount due each month, the date it's due and the method tenants can use to pay their rent (e.g., check, online transfer, etc.). You can also include a request for the first and last month's rent in advance. Other Payment Terms. If applicable, you should address other payment terms such as returned checks fees, prepayment, rent increases, and how to handle a prorated period. Late Rent. You should also include any details on what will occur for late rent payments. Just be aware of your state's laws as it applies to the amount of a late fee you can charge and whether or not there is a required grace period. Click here for more information on handling issues with past-due rent. Security Deposit. A security deposit is a reimbursable deposit used to protect the landlord in case a tenant violates the lease or causes damage beyond normal wear and tear to your house. Include the amount required for the security deposit (usually equal to one month's rent) as well as what items can be deducted from the security deposit. In this section, you should also include how the security deposit will be returned to the tenant. Click here for specific information on your state's security deposit laws. Condition. It is a good idea to make sure you have a short clause that requires the tenant to acknowledge that they received the house in good condition. Assignment. Indicate whether or not you will allow the tenant to sublet (grant license to other individuals to use) your house or not. Right of Entry. There will likely come a time when a landlord will need to enter the house the tenant is renting. Make sure you have a clause that highlights the amount of notice you will provide tenants as well as the reasons you are allowed to enter the premises. Similar to late fees, the right of entry is subject to specific state laws. Alterations and Improvements. Specify under what circumstances alterations and improvements can be made by the tenant. Also, this section should discuss unauthorized alterations and improvements and who owns any alterations or improvements that have been made. Non-Delivery of Possession. Discusses the landlord's obligation to turn over the house to the tenant at the beginning of the lease and the consequences if a landlord fails to do so. Hazardous Materials. Prohibition against tenants keeping certain dangerous materials in any portion of the house they are renting. Utilities. Landlords should list the utilities that they will provide and inform the tenant that they are responsible for setting up and paying all other utilities. Maintenance, Repair, and Rules. Provides who is responsible for the general maintenance and repair of the house as well as any rules that must be followed in making those repairs. Pets. This section should indicate whether or not pets are allowed, what kind of pets, how many, and if there will be a pet fee. Quiet Enjoyment. The landlord promises to ensure that the tenant will be able to peacefully enjoy the use of the landlord's house. Indemnification. Tenant's agreement to not hold the landlord liable for any damages the landlord did not directly cause. Default. The rights and consequences if either party violates the House Lease Agreement. Abandonment. The Landlord's rights if the tenant abandons the house. Attorneys' Fees. Tenant's agreement to pay the landlord's attorney fees if they violate the lease or other applicable laws, rules, or codes. Compliance with Law. Tenant's agreement to comply with all laws. Severability. Any invalid provisions do not impact other valid provisions in the agreement. Binding Effect. The agreement is binding on not just the parties signing the agreement, but their heirs, successors, and legal representatives as well. Modification. No changes to the agreement may be made unless in writing and all parties to this agreement sign it. Notice. This section will include the addresses of the landlord and tenant to send each other notices. Parking. A House Lease Agreement will usually discuss the tenant's use of the driveway and, in some cases, a garage. Early Termination. Whether or not the tenant has a right to terminate a lease early along with the required notice and any fee that may be charged for early termination. Smoking. Whether smoking is prohibited or not and, if allowed, the specific locations smoking is allowed. Disputes. Both parties agree to negotiate any disputes before taking legal action. Retaliation. Prohibits the landlord from taking any retaliatory actions against the tenant. Equal Housing. The landlord must provide reasonable modifications to accommodate a tenant's mental or physical impairment. Property Deemed Uninhabitable. Provides the tenant a right to terminate the lease if the property is uninhabitable. It also provides that tenants will be liable to the landlord for any damages and lost money that was the result of the tenant's negligence. Lead-Based Paint Disclosures. Requirement for the landlord to provide a Lead-Based Paint Disclosure if any part of the house was constructed before 1978. Entire Agreement. The agreement and any attachments are the complete agreement. Any prior negotiations or understandings, written or oral, are null and void. Signatures. Signatures are required from the Landlord as well as all tenants that are part of the agreement. These signatures are what make the agreement officially binding. Other Clauses Above were items you will see in virtually every House Lease Agreement. Here are some additional clauses you should consider including: Additional Terms Specific to Your House. Renting a house is a delicate situation. Make sure you highlight any specific aspects of your house that you want to address with the tenant. This could be anything from maintenance of the lawn to use of certain areas (e.g., garage). Governing Law. You may also want to specifically state that the laws of the state (and city, if applicable) govern the agreement. Option to Purchase. This clause is used in agreements in which parties agree to a payment structure in which the tenant can eventually own the property. Sale of House. If you are even contemplating selling your house, you may want to include a clause with details on what will happen and a tenant's rights if the landlord/owner decides to sell the house. Agent/Manager. If you have someone else manage your house rental, include a clause with their contact information. Noise/Waste. This clause prohibits the tenant to agree to not commit waste or allow nuisances at the house. This clause will also require the tenant to agree to follow any local noise ordinances. Guests. Provides details on how long guests are allowed to stay at the house, both with and without the landlord's written permission. Joint and Individual Liability. When there are multiple tenants, the tenants agree to be jointly and individually liable for the entire agreement. That is, you may be liable for another tenant's violation of the House Lease Agreement. Waiver. A landlord's waiver of one breach by a tenant does not mean they waive other breaches of the agreement. Guarantor. Some lease agreements will have what's known as a guarantor. This is a person that will take care of any financial obligations if a tenant fails to pay their rent. Additional Items to Include with the House Lease Agreement Depending on the state your house is located, you may be required to provide additional disclosures and addendums. Besides the specific content above, here are some additional items you may need or want to include: It's a good idea to have a separate cover page listing the disclosures and addendums that are part of the agreement. This will help avoid confusion as to what additional documents are part of the agreement. Understanding Key Terms. Lease agreements usually contain some legal terms and words that are unfamiliar. If you do not fully understand any legal terms or words, it is a good idea to have an attorney review the document and help you better understand the meaning of the various clauses in the agreement. Keep a Signed Copy. Both the landlord and all tenants should have a signed copy of the agreement. When preparing the agreement you will have certain sections that must be specific to your state's laws. For these sections, it is important to know those laws to ensure your agreement is fully compliant. Security Deposit Laws The amount of security deposit a landlord can withhold is based on the state your property is located. Use the chart below for inputting specific information in your agreement regarding the tenant's security deposit. State Security Deposit Limit Alabama 1 month's rent Alaska 2 months' rent Arizona 2 months' rent Arkansas 2 months' rent California 2 months' rent Colorado 2 months' rent Connecticut 2 months' rent Delaware 1 month's rent Florida 1 month's rent Georgia 1 month's rent Hawaii 1 month's rent Idaho No statutory limit Illinois No statutory limit Indiana No statutory limit Iowa Two months' rent Kansas 1 ½ months' rent Kentucky 1 month's rent (unfurnished unit) Louisiana No statutory limit Maine 2 month's rent Maryland 2 month's rent Massachusetts 1 month's rent Michigan 1 ½ months' rent Minnesota No statutory limit Mississippi No statutory limit Missouri Two months' rent Montana No statutory limit Nebraska 1 month's rent (no pets); 1 and 1/4 months' rent (pets) Nevada 3 months' rent New Hampshire 1 month's rent or \$100, whichever is greater New Jersey 1 month's rent New Mexico 1 month's rent only for leases with a term of less than 1 year; no limit for longer leases New York 1 month's limit for units other than those subject to the City Rent and Rehabilitation Law or the Emergency Housing Rent Control Law. North Carolina 1 and 1/2 months' rent for month-to-month rental agreements; 2 months' rent if a term is longer than 2 months; may add an additional "reasonable" non-refundable pet deposit. North Dakota 1 month's rent Ohio No statutory limit Oklahoma No statutory limit Oregon No statutory limit Pennsylvania 2 months' rent 1 month's rent for leases that are renewed beyond the first year Rhode Island 1 month's rent South Carolina No statutory limit South Dakota 1 month's rent Tennessee No statutory limit Texas No statutory limit Utah No statutory limit Vermont No statutory limit Virginia 2 months' rent Washington No statutory limit West Virginia No statutory limit Wisconsin No statutory limit Wyoming No statutory limit In addition to the amount and time allowed for returning a security deposit, you want to make sure that the reasons you list in your agreement for withholding a security deposit are in agreement with your state's laws. For more information, check out our detailed information on security deposit laws here. What's Next? Executing the Lease Terms After all parties have reviewed the House Lease Agreement here is what's next: Sign the Agreement. Depending on a tenant's financial history, a landlord may require a cosigner for your lease. To strengthen the validity of the agreement, you may also want to have it signed in front of witnesses or even a notary. Keys. Now that the agreement has been signed it is time for the landlord to plan a time to hand over a set of keys to the tenant. Payments. The tenant must make sure that they provide the landlord their security deposit, 1st month's rent, and any other payments listed in the agreement. Move-in Day. The final thing you want to do is make sure the tenant has a smooth move-in day. While much of this information should be in the House Lease Agreement make sure you are available to assist the tenant if they have any other questions or concerns. Move In Inspection Before the tenant moves in, you will also want to schedule a time to conduct a Move In Inspection with your tenant. In the following states it's actually a requirement: State Requirement Arizona All New Tenancies Georgia Only if Collecting a Security Deposit Hawaii All New Tenancies Kansas All New Tenancies Kentucky Only if Collecting a Security Deposit Maryland All New Tenancies Massachusetts Only if Collecting a Security Deposit Michigan Only if Collecting a Security Deposit Montana Only if Collecting a Security Deposit Nevada All New Tenancies North Dakota All New Tenancies Virginia All New Tenancies Washington Only if Collecting a Security Deposit Using a Tenant Move In Checklist, this inspection should document the condition of the property before a tenant moves in. This inspection will ensure that the property is in good condition for the tenant and that the tenant has a clear understanding of the landlord's expectations for the property when moving out. 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 payment 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 no 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 use 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 interested 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 lay out 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 service 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 is important to follow state law on distributing lease copies.