

# APARTMENT LEASE AGREEMENT

This Lease Agreement (the 'Agreement') made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_ ('Lessor') and \_\_\_\_\_ of \_\_\_\_\_ ('Lessee').

## Apartment

Lessor hereby leases to Lessee and Lessee hereby agrees to take on lease from Lessor, the Apartment Number \_\_\_\_\_ at \_\_\_\_\_ (the 'Building') located at: \_\_\_\_\_ (the "Apartment").

## Term

Lessee agrees to lease the Apartment for a period of \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## Rent

For and during the term of the Lease, Lessor agrees to rent the Apartment for the amount of \$\_\_\_\_\_ per month payable on the \_\_\_\_\_ day of every month, in advance. The rent shall be paid at the Lessor's office or at such other place as the Lessor may, from time to time direct.

## Late Charges

Any rent payment not made by the \_\_\_\_\_ day of the month shall be considered overdue and the Lessee agrees to pay to the Lessor interest on overdue Rent payments at the rate of 15% per annum, compounded monthly.

## Security Deposit

Upon execution of this Agreement, Lessee agrees to pay to the Lessor, a security deposit in the amount of \$\_\_\_\_\_. Upon expiration of this Agreement, this security deposit will be refunded to Lessee provided Lessee performs all obligations under this Agreement.

## Utilities

The Lessee agrees to pay all costs for the supply of utilities to the Apartment including electricity, heat, hot water, telephone and cable TV, and to pay any deposits required by the suppliers of any such utilities.

## Parking Space

The Lessee shall have the right to park \_\_\_\_\_ automobile(s) in the parking lot outside the Building.

## Pets

Without Lessor's prior written consent, no animal, bird or other pet shall be brought on or kept in the Apartment.

## **Use**

Lessee shall use the Apartment for residential purposes only and for no other purpose without Lessor's prior written consent.

## **Occupancy**

Lessee shall not allow the Apartment to be occupied or otherwise used by anyone other than the Lessee and the following persons: \_\_\_\_\_.

Any occupancy by guests for more than \_\_\_\_\_ days at any time is prohibited without Lessor's prior written consent and the same shall be considered a breach of this Agreement.

## **Quiet Enjoyment**

Lessee shall be entitled to quiet enjoyment of the Apartment. Lessee shall not use the Apartment in a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.

## **Condition of Apartment**

Lessee agrees to keep the Apartment in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his or her willful or negligent conduct, or that of persons who are permitted on the Apartment by the Lessee.

## **Alterations**

Lessee shall not make any substantial alterations, addition, decorations or improvement to the Apartment without the permission of Lessor in writing. Such consent shall not be unreasonably withheld, provided Lessor shall restore the Apartment to its prior condition before moving out.

## **Entry**

Lessee shall make the Apartment available to Lessee or Lessee's agents for the purposes of inspection or to make repairs or improvements, or to supply agreed services or show the Apartment to prospective buyers or Lessees. Except in case of emergency, Lessee shall give Lessees twenty-four (24) hour written notice. In order to facilitate Lessee's right of access, Lessees shall not, without Lessee's prior written consent, add, alter or re-key any locks to the Apartment. At all times Lessee shall be provided with a key or keys capable of unlocking all such locks and gaining entry.

## **Termination**

Upon the expiration or earlier termination of this Agreement, Lessee shall return the Apartment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

## **Indemnity**

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Apartment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Apartment.

**Assignment and Subletting**

Lessee shall not assign this Lease or sublet the Apartment without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

**Notices**

Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Lessee

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

Lessor

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

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

This Agreement will be governed by the laws of the State of \_\_\_\_\_.

AGREED TO this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

LESSOR

\_\_\_\_\_

LESSEE