

RENTAL AGREEMENT

In consideration of the agreements stated herein, the Tenant(s), known as _____

and the Landlord, GAHR Properties, LLC, hereby rents them the dwelling located at _____

_____ for the period commencing on the _____ day of _____, 20____, and monthly thereafter until the last day of _____, 20____, at which time this agreement is terminated. Tenant(s), in consideration of Owner's permitting them to occupy the above premises, hereby agree(s) to the following terms:

Monthly Rent	_____	\$ _____
Security Deposit	_____	\$ _____
Pet Deposit	_____	\$ _____
TOTAL Due at Lease Signing	_____	\$ _____

1. TERM The term hereof shall commence on _____, 20____.
The term hereof shall end on _____, 20____.

Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in presentable condition once notice is given to vacate.

2. RENT Rent shall be \$_____ per month, payable in advance, upon the 1st day of each calendar month to the Owner's authorized agent, at the following address: _____ or at such other places Owner may designate. Rent must be paid in full and no amount subtracted from it. Tenant may be required to pay other charges (ie. Utilities) to Owner under the terms of this lease. They are to be called "added rent". Added rent charges can result when Owner or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. This added rent is payable as rent, together with the next monthly rent due. If tenant fails to pay added rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent. The whole amount of rent is due and payable when this lease is effective.

3. LATE FEES In the event rent is not paid by the 3rd day of the month, Tenant agrees to pay a late charge of \$ 10.00 per day starting on the 4th day of the month. Tenant agrees to further pay \$ 30.00 for each dishonored bank check. Unpaid late fees, returned check fees, and/or attorney's fees will be classified as "additional rent".

4. UTILITIES Tenant shall be responsible for the payment of the all utilities and services for the entire premises.

5. TELEPHONES Availability of telephone or cable TV service to the premises is not guaranteed, and any installation or repair charges are the sole responsibility of the Tenant.

6. USE The premises shall be used as a residence by the undersigned tenants with no more than _____ adults and _____ children (to maximum of _____ people in total), and for no other purpose, without written consent of the Owner. Occupancy by guests staying over 14 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease and it is agreed that the rent will be increased \$ 100.00 per person per month, and the Owner at his sole option may terminate this lease.

7. PETS No pets shall be brought on the premises without prior written consent of the Owner. If a Pet Addendum is attached, only the animals specified in the addendum are allowed on the property.

8. MAINTENANCE, REPAIRS OR ALTERATIONS Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

- ◆ **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Owner. All paints and materials and work plans must be approved in writing by Owner or his authorized agent.
- ◆ **LOCKS** Tenant shall not replace any locks without Owner's prior written consent. In the event that the Owner has approved the installation of new locks, the Owner must be given key(s) no more than 3 days after the installation.

- ◆ **GROUNDS** Tenant shall be required to maintain any surrounding grounds, including cleaning of gutters, trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. Tenant is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed.
- ◆ **ADDITIONAL ITEMS.** Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion. Tenant is responsible for minor repairs. Repairs resulting less than \$ 175.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand.

9. PESTS Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. The tenant shall be responsible to immediately remedy any such infestations as soon as any pest problems are observed.

10. ORDINANCES & STATUTES Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

11. SPACE "AS IS" Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

12. ASSIGNMENT AND SUBLETTING Tenant shall not assign this agreement or sublet any portion of the premises.

13. APPLIANCES The dwelling contains the following appliances provided by the Owner:

These appliances are not included in the rent, but the use of them are allowed for the Tenant's convenience only. If the Tenant wishes to use these appliances, Tenant shall assume responsibility for the care, repairs and maintenance of them. If the Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that the Owner's appliances be removed from the premises.

14. PLUMBING STOPPAGES Tenant is responsible for all plumbing stoppages and cesspool fill ups. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages.

15. HEATING AND COOLING SYSTEMS Electric and kerosene heating units are prohibited without Owner's written permission.

16. FROZEN OR BROKEN WATER PIPES During cool weather, Tenant agrees to maintain sufficient heat in dwelling and leave faucets dripping to prevent frozen or broken water pipes. Damage to plumbing, the dwelling and/or personal property from frozen or broken water pipes will not be considered normal wear and tear, and will be the responsibility of the Tenant.

17. RIGHT OF ENTRY FOR PERIODIC INSPECTION This property is scheduled for an inspection by the owner or his agent once every 3 months. After the first two inspections, the owner/agent may alter the frequency of the inspections accordingly. The Owner or his agent may enter the premises with prior consent of the tenant, or with 24 hours written notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant. The Owner/agent shall have the right to enter the property at any given time upon the request for repairs.

18. INDEMNIFICATION Owner shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Owner, his agents or employees. Tenant agrees to hold Owner harmless from any claims from damages, no matter how caused except for injury and damages for which Owner is legally responsible. Tenant acknowledges receipt of HUD lead paint disclosure information and/or pamphlet.

19. POSSESSION If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 15 days of the commencement of the term hereof.

20. SECURITY The security deposit set forth, shall secure the performance of the tenant's obligations herein. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations herein, including, if Tenant is in default of this lease, attorney's fees to recover the premises from the tenant. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply Security Deposit in payment of any rent. **Security deposits may be raised proportionately with rent increases.**

21. DEPOSIT REFUNDS The balance of all security deposit refunds shall be refunded within 30 days from the date possession is delivered to the Owner or his agent together with a statement showing any charges made against such deposit by Owner. Tenant agrees to provide Owner/agent with the address of his new residence and include it in the Notice of Intention to Vacate form. Tenant also agrees that endorsement of a security refund settlement check shall constitute full acceptance of settlement, agreement and waiver of any claims against Owner/Agent.

22. WAIVER No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

23. DEFAULT If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than seven (7) days written notice of such default given in a manner required by law, the Owner, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Owner in addition to other remedies take any of the following steps: Enter the premises and remove the Tenant and any person or property; Use dispossess, eviction or other lawsuit method to take back the premises. If the lease is ended or Owner takes back the premises, rent and added rent for the unexpired term becomes due and payable. Owner may re-rent the premises and anything in it for any term. Owner may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for the Owner's cost of re-renting. Owner's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the Tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

24. WITHHOLDING OF RENT Under no circumstances may any rent be withheld in full or in part, regardless of any expenses incurred by Tenant, regardless of the financial status of the premises, or the legality of the premises. Rent must be paid to Owner or owner's agent only. Non-payment or payment to any other party is a violation of this Lease Agreement and cause for immediate eviction.

25. EVICTION If the rent called for under this agreement has not been received by the fifth day of the month in which it is due, or if the Tenant has breached any of the terms listed in this lease, then Owner/Agent shall have the right to assert all legal contractual remedies to enforce this lease, and without limitation to any other remedy, may take out a Dispossessory Warrant and have Tenant, his/her family and possessions evicted from the premises.

26. VEHICLES Tenant agrees to keep no more than vehicles at the premises. These vehicles must be operational and currently registered. Tenant agrees to park vehicles in designated areas only and keep area free of oil drippings. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to park boats, recreational vehicles, campers, or trailers on the premises without owner's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day. Tenant is responsible for damages to premises caused by Tenants' vehicles or those of invitees or guests. Designated parking for this rental is _____.

_____. A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the Lease Agreement.

27. SMOKING/VAPING Tenant acknowledges that **SMOKING/VAPING IS PROHIBITED IN THIS RENTAL UNIT**. Smoking/Vaping is allowed outside the building(s), including on the deck and porch. Tenant is responsible for keeping the outside grounds free of smoking debris (ie: cigarette butts). In the event that the Tenant(s) or their guests have smoked/vaped in the unit, it will constitute a breach of this lease and the Tenant will be required to pay a **\$50.00** violation fee, and will be classified as additional rent. The Owner/agent may also impose a rent increase of **\$100/month**.

28. WATERBEDS Tenant shall not have a waterbed on the premises without the written consent of the Owner.

29. ABANDONMENT Tenant agrees to return the premises to the landlord according to the terms of this lease, clean, vacant and undamaged. The premises will be deemed abandoned only under **all** of the following conditions:

1. The Tenant fails to respond to official notices from the Owner, Agent or local government offices delivered by the US Postal Service.
2. Tenant fails to respond to telephone or contact numbers are disconnected.
3. Tenant is at least ten days past due on the rent payment for the current month.
4. Owner/Agent has made a physical inspection of the premises to verify occupancy by Tenant or the lack thereof.
5. Owner/Agent has notified the Tenant in writing that the premises will be deemed Abandoned within **3 days** unless Tenant responds to inform the Owner/Agent that the premises have not been abandoned.

In the event the premises are deemed abandoned upon failure on the Tenant's part to respond, the parties agree that the Owner/Agent may seize possession of the premises, including the contents of the premises. It is furthermore agreed that the abandoned contents or personal property left by the Tenant may be disposed of at the Owner/Agent's discretion.

30. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, where the Owner/agent prevails, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent". If the outcome of said legal proceedings is in the Tenant's favor, then the Tenant shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

31. NOTICES Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises, or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. _____:
Tenant is required to notify Owner in writing of Intention to Vacate or Intention to Re-new at least **60** days before the expiration of this lease. Tenant agrees to follow instructions provided in the **Intention to Vacate form** and the **Intention to Re-new form**.

Tenant agrees to immediately notify Owner or Agent in writing by certified mail of any dangerous or hazardous conditions existing on the premises.

32. EARLY TERMINATION OF LEASE Tenant acknowledges that the term of this lease is 12 months. The Tenant may terminate this agreement prior to the previously stated TERMINATION DATE by doing all of the following:

1. Giving Owner/Agent a 60 day written notice
2. Paying all monies due through the NEW DATE OF TERMINATION
3. Paying an amount equal to the Security Deposit as an EARLY TERMINATION FEE
4. Returning the dwelling in a clean, ready-to-rent condition
5. Paying a pro-rated portion of expenses for repairing and cleaning based on the number of months then remaining in the initial term to the number of months originally in the initial term.

33. OPTION TO RE-NEW LEASE Tenant has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of **1 year**, at an annual increase of **\$25/month**, subject to Owner's approval.

34. HOLDING OVER Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy with an increase in monthly rent of **\$100.00** in accordance with the terms hereof, as applicable. The remaining terms and conditions of this lease will continue to apply.

35. TIME Time is of the essence of this agreement.

36. INSURANCE Owner will carry homeowner's insurance on the property at owner's expense, which covers liability and damage to the property and structure. It **does not** cover Tenant's personal effects and so it is highly recommended that the Tenant obtain his own "Renter's Insurance" policy. The Owner will not be held liable for any damage or theft of Tenant's personal effects that are located at the property.

37. SUCCESSORS This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

38. TENANCY & SERVICE OF PROCESS Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

39. BANKRUPTCY If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

40. SMOKE DETECTOR(S) Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s). Tenant(s) agree to test these safety devices on a regular basis (weekly), and to report any problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

41. ILLEGALITY - SEVERABILITY If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease.

42. ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the parties and may be modified only an official change of terms notice issued by the owner/agent in writing, or a writing signed by both parties. The following exhibit has been made a part of this agreement before the parties' execution hereof:

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: _____

OWNER/AGENT _____

TENANT _____

ADDRESS _____

TENANT _____

PHONE _____

PHONE _____