BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

**PORCUPINE PROPERTIES LEASE**

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, ( ), shall be referred to as “OWNER” and Tenant(s)/Lessee, ( ), shall be referred to as “RESIDENT.” As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at ( ) in the city of ( ).

1. **TERMS**: RESIDENT agrees tp pay in advance $( ) per month on the ( ) day of each month. This agreement shall commence on ( ) and continue;
2. \_\_\_\_until ( ) as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of the time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
3. \_\_\_\_until ( ) on a month-to month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
4. **PAYMENTS**: Rent and/or other charges are to be paid at such place or method designated by the owner as follows. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledge receipt of the First Month’s rent of $( ), and a Security Deposit of $( ), and additional charges/fees for ( ), for a total payment of $( ). All payments are to be made payable to PORCUPINE PROPERTIES.
5. **SECURITY DEPOSITS**: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within ( ) days after the premises have been completely vacated and less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said chares shall be presented to RESIDENT within ( ) days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.
6. **LATE CHARGE**: A late fee of $( ), (not to exceed ()% of the monthly rent), shall be added and due for nay payment of rent made after the \_\_\_\_\_\_\_\_\_\_\_\_\_ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of $\_\_\_\_\_\_.
7. **UTILITIES**: RESIDENT agrees to pay all utilities and/or service based upon occupancy of the premises except ( ).
8. **OCCUPANTS**: Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the express written consent of OWNER obtained in advance. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. **PETS**: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER’S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, and additional deposit in the amount of $ () shall be required along with additional monthly rent of $( ) along with signing of OWNER”S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.
10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIENDS use is seriously impaired, ONWER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.
12. **CONDITION OF PREMISES:** RESIENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory items in good order and good condition and to immediately pay for costs to repair and /or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
13. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the ONWER except as may be provided by law.
14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
15. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.
16. **CHANGE OF TERMS:** The terms and conditions of the agreement are subject to future change by ONWER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIEDENT.
17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT’S belongings, and keys and other property furnished for RESIDENT’S use are returned to ONWER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER”S loss of prospective new renters.
18. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. ONWER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER”S judgment is necessary to perform.
19. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.
20. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.
21. **INVENTORY:** The premises contains the following items that the RESIDENT may use.
22. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

Resident’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER’S Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_